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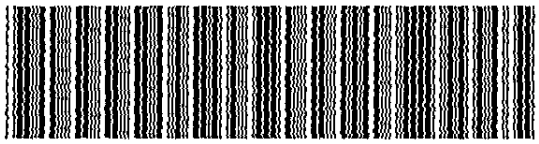

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Merger

06/26/03--01010--008 **78.75

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

6/26/03

CORPDIRECT AGENTS, INC. (formerly CCRS)
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

**CONTACT:** Kevin R. Roberts

**DATE:** June 26, 2003

**REF. #:** 0380.17320

**CORP. NAME:** PACER ACQUISITION, INC. merging into PACER HEALTH CORPORATION

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

( ) ARTICLES OF INCORPORATION ( ) ARTICLES OF AMENDMENT ( ) ARTICLES OF DISSOLUTION

( ) ANNUAL REPORT ( ) TRADEMARK/SERVICE MARK ( ) FICTITIOUS NAME

( ) FOREIGN QUALIFICATION ( ) LIMITED PARTNERSHIP ( ) LIMITED LIABILITY

( ) REINSTATEMENT (XX ) MERGER ( ) WITHDRAWAL

( ) CERTIFICATE OF CANCELLATION

( ) OTHER:

**STATE FEES PREPAID WITH CHECK#** 505599 **FOR $** 78.75

**AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:**

_____ **COST LIMIT: $**_____

**PLEASE RETURN:**

(XX ) CERTIFIED COPY ( ) CERTIFICATE OF GOOD STANDING ( ) PLAIN STAMPED COPY

( ) CERTIFICATE OF STATUS

Examiner's Initials

Articles of Merger

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act:

1. The name of the Surviving Corporation is Pacer Health Corporation, a Florida corporation (the "Surviving Corporation").

2. The name of the Merging Corporation is Pacer Acquisition, Inc., a Florida corporation (the "Merging Corporation").

3. The Plan of Merger is attached as Exhibit A.

4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

5. The Plan of Merger was adopted by the shareholders of the Surviving Corporation on June 25, 2003.

6. The Plan of Merger was adopted by the shareholders of the Merging Corporation on June 24, 2003.

**Pacer Health Corporation,**
**a Florida corporation**

By: _____
Printed/Typed Name: Ranne Gonzalez
Title: President
Date: June 25, 2003

**Pacer Acquisition, Inc.**
**a Florida corporation**

By: _____
Printed/Typed Name: Thomas M. Richfield
Title: President
Date: June 25, 2003

**Plan of Merger**

## PLAN OF MERGER

The following Plan of Merger is submitted in compliance with Section 607.1101 of the Florida Business Corporation Act:

1. Surviving Corporation. The name of the surviving corporation is Pacer Health Corporation, a Florida corporation (the "Surviving Corporation").

2. Merging Corporation. The name of the merging corporation is Pacer Acquisition, Inc., a Florida corporation (the "Merging Corporation").

3. Terms and Conditions of Merger. The terms and conditions of the merger are as set forth in that certain Merger Agreement by and among the Surviving Corporation, the Merging Corporation, and the shareholders of each of said entities, a true and correct copy of which is attached hereto as Exhibit A (the "Merger Agreement").

4. Conversion of Shares. The manner and basis of converting the shares of the Merging Corporation into shares, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of the Merging Corporation into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property are as set forth in the Merger Agreement.

5. Effective Date. The merger shall become effective (the "Effective Date") upon filing of the Articles of Merger with the Secretary of State of Florida.

6. Effect of Merger. Upon the Effective Date of the merger, the Merging Corporation shall be merged with and into the Surviving Corporation such that from the Effective Date, the separate existence of the Merging Corporation shall cease. The Surviving Corporation shall continue its corporate existence under the laws of the State of Florida.

[SIGNATURES ON FOLLOWING PAGE]

PACER HEALTH CORPORATION,
a Florida corporation

BY: _____
ITS: President
DATE: June 25, 2003

PACER ACQUISITION, INC.
a Florida corporation

BY : _____
ITS : President
DATE: June 25, 2003

## MERGER AGREEMENT

**THIS MERGER AGREEMENT** (the "Agreement") is entered into this 25 day of June 2003, by and among **INFE, INC.**, a Florida corporation ("Parent"), **PACER ACQUISITION, INC.**, a Florida corporation and wholly-owned subsidiary of Parent ("Merger Sub"), **PACER HEALTH CORPORATION,** a Florida corporation ("Pacer") and the shareholders of Pacer listed on Schedule A attached hereto (individually, a "Shareholder" and collectively, the "Shareholders").

## RECITALS:

A. The Shareholders own all of the outstanding capital stock of Pacer. The authorized capital stock of Pacer consists of One Hundred Thousand (100,000) shares of common stock, no par value (the "Pacer Common Stock"). As of the date hereof, One Thousand (1,000) shares of Pacer Common Stock are issued and outstanding (the "Pacer Shares").

B. Parent owns all of the outstanding capital stock of Merger Sub. The authorized capital stock of Merger Sub consists of One Thousand (1,000) shares of common stock, par value $0.01 per share (the "Merger Sub Common Stock"). One Hundred (100) shares of Merger Sub Common Stock are issued and outstanding.

C. Upon the terms and subject to the conditions set forth in this Agreement, the parties desire to merge Pacer with Merger Sub (the "Merger"), with Pacer surviving. In consideration therefore, Parent, deriving a material benefit from the Merger, shall issue to the Shareholders the Merger Consideration as described in Section 1.2 below.

## AGREEMENT:

**NOW, THEREFORE**, in consideration of the mutual premises herein set forth and certain other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. THE MERGER AND RELATED TRANSACTIONS.

1.1. Merger. In accordance with the provisions of this Agreement, the Florida Business Corporation Act (the "FBCA") and other applicable law, on the Closing Date (as defined below), Pacer shall be merged with Merger Sub. Pacer shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Florida as a wholly-owned subsidiary of Parent. As of the Closing (as defined below), the separate existence of Merger Sub shall cease. On the Closing Date and by virtue of the Merger and without any action on the part of the Shareholders, the Pacer Shares shall be automatically canceled and shall entitle the Shareholders to receive the Merger Consideration set forth in Section 1.2 hereof.

1.2. Merger Consideration. The merger consideration (the "Merger Consideration") shall be equal to One Hundred Eleven Million Six Hundred Thousand (111,600,000) newly-issued shares of common stock ("Common Stock Merger Shares"), par value $0.0001 per share, of the Parent (the "Parent Common Stock"), and one (1) newly-issued share of preferred stock (the "Preferred Merger Share" and together with the Common Stock Merger Shares, the "Merger Shares"), par value $0.0001, of the Company (the "Parent Preferred Stock"), convertible, at the option of holder thereof, into Three Hundred Eighteen Million Eight Hundred Twenty Two Thousand Nine Hundred Three (318,822,903) shares of Parent Common Stock, which such shares of Parent Common Stock together with the Parent Common Stock issued under this Section 1.2 shall equal ninety percent (90%) of the total issued and outstanding shares of Parent Common Stock, on a fully-diluted basis as of the Closing Date.

1.3. Manner of Payment. At Closing, the Merger Shares shall be issued and delivered to the Shareholders.

1.4. Closing. The parties to this Agreement shall file Articles of Merger (as defined below) pursuant to FBCA, cause the Merger to become effective and consummate the other transactions contemplated by this Agreement (the "Closing") no later than July 1, 2003; *provided*, in no event shall the Closing occur prior to the satisfaction of the conditions precedent set forth in Sections 6, 7 and 8 hereof. The date of the Closing is referred to herein as the "Closing Date." The Closing shall take place at the offices of counsel to Parent, or at such other place as may be mutually agreed upon by the parties hereto. At the Closing, (i) the Shareholders shall deliver to Merger Sub the original stock certificates representing the Pacer Shares, together with stock powers duly executed in blank; and (ii) Parent shall deliver to the Shareholders stock certificates representing the Merger Shares.

1.5. Plan of Merger; Articles of Merger. The parties to this Agreement shall cause Pacer and Merger Sub to enter into a plan of merger on the date hereof, a copy of which is attached hereto as Exhibit "A" (the "Plan of Merger"), and, at the Closing, to execute the Articles of Merger in the form attached hereof as Exhibit "B" (the "Articles of Merger"). The Articles of Merger shall be filed with the Secretary of the State of Florida on the Closing Date in accordance with the FBCA.

1.6. Approval of Merger. By his execution of this Agreement, each Shareholder hereby ratifies, approves and adopts the Plan of Merger for all purposes under applicable law. On or before the execution of this Agreement, the respective Boards of Directors of Parent, Merger Sub and Pacer, shall have approved this Agreement, the Plan of Merger and the transactions contemplated hereby and thereby. In addition, Parent shall have approved the same as the sole shareholder of the Merger Sub.

## 2. ADDITIONAL AGREEMENTS.

### 2.1. Access and Inspection, Etc.

2.1.1. Access by Pacer. Pacer has allowed and shall allow Parent and its authorized representatives full access during normal business hours from and after the date hereof and prior to the Closing Date to all of the properties, books, contracts, commitments and

records of Pacer for the purpose of making such investigations as Parent may reasonably request in connection with the transactions contemplated hereby, and Pacer shall furnish Parent such information concerning its affairs as Parent may reasonably request. Pacer has caused and shall cause its personnel to assist Parent in making such investigation and shall use its best efforts to cause the counsel, accountants, and other non-employee representatives of Pacer to be reasonably available to Parent for such purposes.

2.1.2. Access by Parent. Parent has allowed and shall allow Pacer and its authorized representatives full access during normal business hours from and after the date hereof and prior to the Closing Date to all of the properties, books, contracts, commitments and records of Parent for the purpose of making such investigations as Pacer may reasonably request in connection with the transactions contemplated hereby, and Parent shall furnish Pacer such information concerning Parent's affairs as Pacer may reasonably request. Parent has caused and shall cause its personnel to assist Pacer in making such investigation and shall use its and his best efforts to cause the counsel, accountants, and other non-employee representatives of Parent to be reasonably available to Pacer for such purposes.

2.2. Confidential Treatment of Information. From and after the date hereof, the parties hereto shall and shall cause their representatives to hold in confidence this Agreement (including the Exhibits and Schedules hereto), all matters relating hereto and all data and information obtained with respect to the other parties or their business, except such data or information as is published or is a matter of public record, or as compelled by legal process. In the event this Agreement is terminated pursuant to Section 11 hereof, each party shall promptly return to the other(s) any statements, documents, schedules, exhibits or other written information obtained from them in connection with this Agreement, and shall not retain any copies thereof.

2.3. Public Announcements. After the date hereof and prior to the Closing, none of the parties hereto shall make any press release, statement to employees or other disclosure of this Agreement or the transactions contemplated hereby without the prior written consent of the other parties (which consent shall not be unreasonably withheld), except as may be required by law.

2.4. Securities Law Compliance.

2.4.1. SEC Documents. Parent is a reporting company as defined under the Securities and Exchange Act of 1934 and is publicly traded on the Over-the-Counter Bulletin Board under the symbol "INFE." Parent has filed all documents with the Securities and Exchange Commission ("SEC") required to be filed by it pursuant to the Securities and Exchange Act of 1934. Such documents do not contain any untrue statement of material fact and do not omit to state a material fact required to be stated therein and are not otherwise misleading.

2.4.2. Exemption. The issuance of the Merger Shares to the Shareholders hereunder shall not be registered under the Securities Act of 1933, as amended, by reason of the exemption provided by Section 4(2) thereof, and the Merger Shares may not be further transferred unless such transfer is registered under applicable securities laws or, in the opinion of Parent's counsel, such transfer complies with an exemption from such registration. All

certificates evidencing the Merger Shares to be issued to the Shareholders shall be legended to reflect the foregoing restriction.

2.5. Best Efforts. Subject to the terms and conditions provided in this Agreement, each of the parties shall use its best efforts in good faith to take or cause to be taken as promptly as practicable all reasonable actions that are within its power to cause to be fulfilled those conditions precedent to its obligations or the obligations of the other parties to consummate the transactions contemplated by this Agreement that are dependent upon its actions.

2.6. Further Assurances. The parties shall deliver any and all other instruments or documents required to be delivered pursuant to, or necessary or proper in order to give effect to, the provisions of this Agreement.

3. REPRESENTATIONS, COVENANTS AND WARRANTIES OF PACER AND THE SHAREHOLDERS.

To induce Parent and Merger Sub to enter into this Agreement and to consummate the transactions contemplated hereby, Pacer and the Shareholders represent and warrant to and covenant with Parent and Merger Sub as of the date hereof and as of the Closing Date, the following:

3.1. Organization; Compliance. Pacer is a corporation duly organized, validly existing and in good standing under the laws of Florida. Pacer is: (a) entitled to own or lease its properties and to carry on its business as and in the places where such business is now conducted, and (b) duly licensed and qualified in all jurisdictions where the character of the property owned by it or the nature of the business transacted by it makes such license or qualification necessary, except where the failure to do so would not result in a material adverse effect on Pacer. Schedule 3.1 lists all locations where Pacer has an office or place of business and the nature of the ownership interest in such property (fee, lease, or other).

3.2. Capitalization and Related Matters.

(a) Pacer has an authorized capital consisting of One Hundred Thousand (100,000) shares of common stock, no par value, of which One Thousand (1,000) shares are issued and outstanding at the date hereof. All shares of Pacer Common Stock are duly and validly issued, fully paid and nonassessable. No shares of Pacer Common Stock (i) were issued in violation of the preemptive or any other rights of any shareholder, or (ii) are held as treasury stock.

(b) There are no outstanding securities convertible or exchangeable into capital stock of Pacer nor any rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, such capital stock or securities convertible into such capital stock. Pacer: (i) is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its capital stock; or (ii) has no liability for dividends or other distributions declared or accrued, but unpaid, with respect to any capital stock.

(c) The Shareholders are, and will be at Closing, the record and beneficial owner of One Thousand (1,000) shares of Pacer Common Stock, free and clear of all claims, liens, options, agreements, restrictions, and encumbrances whatsoever and no Shareholder is a party to any agreement, understanding or arrangement, direct or indirect, relating to Pacer Common Stock, including, without limitation, agreements, understandings or arrangements regarding voting or sale of such stock. The Shareholders own all of the issued and outstanding capital stock of Pacer.

3.3. Subsidiaries. Except as set forth on Schedule 3.3 hereto, Pacer owns (a) no shares of capital stock of any other corporation, including any joint stock company, and (b) no other proprietary interest in any company, partnership, trust or other entity, including any limited liability company.

3.4. Execution; No Inconsistent Agreements; Etc.

(a) This Agreement is a valid and binding agreement of Pacer and the Shareholders, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy or similar laws affecting the enforcement of creditors' rights generally, and the availability of equitable remedies. Pacer and the Shareholders have the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and the documents to be delivered by them in connection with the Closing and to perform their obligations under this Agreement.

(b) The execution and delivery of this Agreement by Pacer and the Shareholders does not, and the consummation of the transactions contemplated hereby will not, constitute a breach or violation of the Articles of Incorporation or Bylaws of Pacer, or a default under any of the terms, conditions or provisions of (or an act or omission that would give rise to any right of termination, cancellation or acceleration under) any note, bond, mortgage, lease, indenture, agreement or obligation to which Pacer or any Shareholder is a party, pursuant to which Pacer or any Shareholder otherwise receives benefits, or to which any of the properties of Pacer or any Shareholder is subject, or violate any judgment, order, decree, statute or regulation applicable to Pacer or any Shareholder or by which any of them may be subject.

3.5. Corporate Records. The statutory records, including the stock register and minute books of Pacer, fully reflect all issuances, transfers and redemptions of its capital stock, currently show and will correctly show the total number of shares of its capital stock issued and outstanding on the date hereof and on the Closing Date, the Articles of Incorporation or other organizational documents and all amendments thereto, the Bylaws as amended and currently in force, and all minutes or resolutions of all corporate actions taken by the shareholders or Board of Directors of Pacer.

3.6. Financial Statements.

(a) Pacer has delivered to Parent unaudited balance sheet of Pacer as of May 31, 2003 (the "Pacer Balance Sheet") and the related statements of income, shareholders' equity and cash flows of Pacer for the period ended May 31, 2003. All the

foregoing financial statements, and any financial statements delivered pursuant to Section 3.6(c) below, are referred to herein collectively as the "Pacer Financial Statements."

(b) The Pacer Financial Statements have been and will be prepared in accordance with GAAP throughout the periods involved, subject, in the case of interim financial statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes, applied on a consistent basis, and fairly reflect and will reflect in all material respects the financial condition of Pacer as at the dates thereof and the results of the operations of Pacer for the periods then ended, and are true and complete and are consistent with the books and records of Pacer.

(c) Until Closing, Pacer will furnish to Parent unaudited interim financial statements of Pacer for each month subsequent to May 31, 2003 as soon as practicable but in any event within thirty (30) days after the close of any such month.

3.7. Liabilities. Except as set forth on Schedule 3.7, Pacer has no debt, liability or obligation of any kind, whether accrued, absolute, contingent or otherwise, except: (a) those reflected on the Pacer Balance Sheet, including the notes thereto, and (b) liabilities incurred in the ordinary course of business since the date of the Balance Sheet, none of which have had or will have a material adverse effect on the financial condition of Pacer.

3.8. Absence of Changes. Except as described in Schedule 3.8, from May 31, 2003 to the date of this Agreement there has not been any adverse change in the business, assets, liabilities, results of operations or financial condition of Pacer or in its relationships with suppliers, customers, employees, lessors or others, other than changes in the ordinary course of business, none of which, singularly or in the aggregate, have had or will have a material adverse effect on the business, properties or financial condition of Pacer.

3.9. Title to Properties. Pacer has good and marketable title to all of its properties and assets, real and personal, including, but not limited to, those reflected in the Balance Sheet (except as since sold or otherwise disposed of in the ordinary course of business, or as expressly provided for in this Agreement), free and clear of all encumbrances, liens or charges of any kind or character.

3.10. Compliance With Law. The business and activities of Pacer has at all times been conducted in accordance with its Articles of Incorporation and Bylaws and any applicable law, regulation, ordinance, order, Pacer License (as defined below), permit, rule, injunction or other restriction or ruling of any court or administrative or governmental agency, ministry, or body, except where the failure to do so would not result in a material adverse effect on Pacer.

3.11. Taxes. Pacer has duly filed all federal, state, and material local and foreign tax returns and reports, and all returns and reports of all other governmental units having jurisdiction with respect to taxes imposed on it or on its income, properties, sales, franchises, operations or employee benefit plans or trusts, all such returns were complete and accurate when filed, and all taxes and assessments payable by Pacer have been paid to the extent that such taxes have become due. Pacer has withheld proper and accurate amounts from its employees for all

periods in full compliance with the tax withholding provisions of applicable foreign, federal, state and local tax laws. There are no waivers or agreements by Pacer for the extension of time for the assessment of any taxes. There are not now any examinations of the income tax returns of Pacer pending, or any proposed deficiencies or assessments against Pacer of additional taxes of any kind.

3.12. Real Properties. Pacer has no ownership interest in real property.

3.13. Leases of Real Property. All leases pursuant to which Pacer is a lessee of any real property (the "Pacer Leases") are listed in Schedule 3.13 and are valid and enforceable in accordance with their terms. There is not under any of such Leases any material default or any claimed material default by Pacer or any event of default or event which with notice or lapse of time, or both, would constitute a material default by Pacer and in respect to which Pacer has not taken adequate steps to prevent a default on its part from occurring. The copies of the Leases heretofore furnished to Parent are true, correct and complete, and such Leases have not been modified in any respect since the date they were so furnished, and are in full force and effect in accordance with their terms. Pacer is lawfully in possession of all real properties of which they are a lessee (the "Pacer Leased Properties").

3.14. Contingencies. There are no actions, suits, claims or proceedings pending, or to the knowledge of the Shareholders threatened against, by or affecting, Pacer in any court or before any arbitrator or governmental agency that may have a material adverse effect on Pacer or which could materially and adversely affect the right or ability of any Shareholder to consummate the transactions contemplated hereby. To the knowledge of the Shareholders, there is no valid basis upon which any such action, suit, claim, or proceeding may be commenced or asserted against Pacer. There are no unsatisfied judgments against Pacer and no consent decrees or similar agreements to which Pacer is subject and which could have a material adverse effect on Pacer.

3.15. Intellectual Property Rights. Pacer is not, and will not be, subject to any liability, direct or indirect, for infringement damages, royalties, or otherwise, by reason of (a) the use of the name "Pacer" in or outside the United States or (b) the business operations of Pacer, at any time prior to the Closing Date. Pacer has not registered the name "Pacer" for trademark or use rights with any state or federal agency for exclusive use.

3.16. Material Contracts. Schedule 3.16 contains a complete list of all contracts of Pacer, which involve consideration in excess of the equivalent of $25,000 or have a term of one year or more (the "Pacer Material Contracts"). Pacer has delivered to Parent a true, correct and complete copy of each of the written contracts. Except as disclosed in Schedule 3.16: (a) Pacer has performed all material obligations to be performed by it under all such contracts, and is not in material default thereof, and (b) no condition exists or has occurred which with the giving of notice or the lapse of time, or both, would constitute a material default by Pacer or accelerate the maturity of, or otherwise modify, any such contract, and (c) all such contracts are in full force and effect. No material default by any other party to any of such contracts is known or claimed by Pacer or any Shareholder to exist.

3.17. Employee Benefit Matters.

(a) Except as disclosed in Schedule 3.17, Pacer does not provide, nor is it obligated to provide, directly or indirectly, any benefits for employees other than salaries, sales commissions and bonuses, including, but not limited to, any pension, profit sharing, stock option, retirement, bonus, hospitalization, insurance, severance, vacation or other employee benefits (including any housing or social fund contributions) under any practice, agreement or understanding.

(b) Each employee benefit plan maintained by or on behalf of Pacer or any other party (including any terminated pension plans) which covers or covered any employees or former employees of Pacer (collectively, the "Pacer Employee Benefit Plan") is listed in Schedule 3.17. Pacer has delivered to Parent true and complete copies of all such plans and any related documents. With respect to each such plan: (i) no litigation, administrative or other proceeding or claim is pending, or to the knowledge of the Shareholders, threatened or anticipated involving such plan; (ii) there are no outstanding requests for information by participants or beneficiaries of such plan; and (iii) such plan has been administered in compliance in all material respects with all applicable laws and regulations.

(c) Pacer has timely made payment in full of all contributions to all of the Pacer Employee Benefit Plans which Pacer was obligated to make prior to the date hereof; and there are no contributions declared or payable by Pacer to any Pacer Employee Benefit Plan which, as of the date hereof, has not been paid in full.

3.18. Possession of Franchises, Licenses, Etc. Pacer possesses all material franchises, certificates, licenses, permits and other authorizations (collectively, the "Pacer Licenses") from governmental authorities, political subdivisions or regulatory authorities that are necessary for the ownership, maintenance and operation of its business in the manner presently conducted.

3.19. Environmental Matters. (i) Pacer is not in violation, in any material respect, of any Environmental Law (as defined below); (ii) Pacer has received all permits and approvals with respect to emissions into the environment and the proper collection, storage, transport, distribution or disposal of Wastes (as defined below) and other materials required for the operation of its business at present operating levels; and (iii) Pacer is not liable or responsible for any material clean up, fines, liability or expense arising under any Environmental Law, as a result of the disposal of Wastes or other materials in or on the property of Pacer (whether owned or leased), or in or on any other property, including property no longer owned, leased or used by Pacer. As used herein, (a) "Environmental Laws" means, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, as amended, the Clean Air Act, as amended, the Clean Water Act, as amended, any other "Superfund" or "Superlien" law or any other federal, or applicable state or local statute, law, ordinance, code, rule, regulation, order or decree (foreign or domestic) regulating, relating to, or imposing liability or standards of conduct concerning, Wastes, or the environment; and (b) "Wastes" means and includes any hazardous, toxic or dangerous waste, liquid, substance or material (including petroleum products and derivatives), the generation, handling, storage, disposal, treatment or emission of which is subject to any Environmental Law.

3.20. Agreements and Transactions with Related Parties. Except as disclosed in the Pacer Financial Statements, Pacer is not a party to any contract, agreement, lease or transaction with, or any other commitment to, (a) any Shareholder, (b) any person related by blood, adoption or marriage to any Shareholder, (c) any director or officer of Pacer, (d) any corporation or other entity in which any of the foregoing parties has, directly or indirectly, at least five percent (5.0%) beneficial interest in the capital stock or other type of equity interest in such corporation or other entity, or (e) any partnership in which any such party is a general partner or a limited partner having a five percent (5%) or more interest therein (any or all of the foregoing being herein referred to as a "Pacer Related Party" and, collectively, as the "Pacer Related Parties"). Without limiting the generality of the foregoing, except as disclosed in Pacer Financial Statements, no Pacer Related Party, directly or indirectly, owns or controls any assets or properties which are used in the business of Pacer.

3.21. Business Practices. Pacer has not, at any time, directly or indirectly, made any contributions or payment, or provided any compensation or benefit of any kind, to any municipal, county, state, federal or foreign governmental officer or official, or any other person charged with similar public or quasi-public duties, or any candidate for political office.

3.22. Working Capital. Pacer has sufficient capital to settle the debts and obligations of Parent, in a timely fashion, and to sustain ongoing and contemplated operating activities of Pacer.

3.23. Litigation. There is no suit, action or proceeding pending, and no person has overtly-threatened in a writing delivered to Pacer or the Shareholders to commence any suit, action or proceeding, against or affecting Pacer that would, individually or in the aggregate, have a material adverse effect on Pacer, nor is there any judgment, decree, injunction, or order of any governmental entity or arbitrator outstanding against, or, to the knowledge of Pacer, pending investigation by any governmental entity involving, Pacer or any Shareholders that individually or in the aggregate would have a material adverse effect on Pacer.

3.24. Full Disclosure. No representation or warranty of the Shareholders contained in this Agreement, and none of the statements or information concerning Pacer contained in this Agreement and the Schedules, contains or will contain as of the date hereof and as of the Closing Date any untrue statement of a material fact nor will such representations, warranties, covenants or statements taken as a whole omit 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.

4. REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB.

To induce Pacer and the Shareholders to enter into this Agreement and to consummate the transactions contemplated hereby, Parent and Merger Sub jointly and severally represent and warrant to and covenant with Pacer and the Shareholders as follows:

4.1. Organization; Compliance. Parent is a corporation duly organized, validly existing and in good standing under the laws of Florida. Merger Sub is a corporation duly

organized, validly existing and in good standing under the laws of Florida. Parent and each of its subsidiaries is: (a) entitled to own or lease its properties and to carry on its business as and in the places where such business is now conducted, and (b) duly licensed and qualified in all jurisdictions where the character of the property owned by it or the nature of the business transacted by it makes such license or qualification necessary, except where the failure to do so would not result in a material adverse effect on Parent. Schedule 4.1 lists all locations where Parent or any of its subsidiaries has an office or place of business and the nature of the ownership interest in such property (fee, lease, or other).

4.2. Capitalization and Related Matters.

(a) Parent has an authorized capital stock consisting of Two Hundred Million (200,000,000) shares of common stock, par value $0.0001 per share, of which Forty Six Million Eight Hundred Seventy Four Thousand Seven Hundred Sixty Seven (46,874,767) shares were issued and outstanding as of the date hereof, and Twenty Million (20,000,000) shares of preferred stock, par value $0.0001, none of which have been issued. All shares of Parent Common Stock are duly and validly issued, fully paid and nonassessable, and the Merger Shares will be, when issued, duly and validly authorized and fully paid and nonassessable, and will be issued to the Shareholders free and clear of all encumbrances, claims and liens whatsoever. No shares of Parent Common Stock (i) were issued in violation of the preemptive or any other rights of any shareholder, or (ii) are held as treasury stock.

(b) At Closing, Merger Sub shall have authorized capital consisting of One Thousand (1,000) shares of common stock, $0.01 par value per share, One Hundred (100) of which shall be issued to and owned by Parent free and clear of all claims, liens, options, agreements, restrictions, and encumbrances whatsoever and Parent is not party to any agreement, understanding or arrangement, direct or indirect, relating to Merger Sub Common Stock, including, without limitation, agreements, understandings or arrangements regarding voting or sale of such stock. All shares of Merger Sub Common Stock are duly and validly issued, fully paid and nonassessable. No shares of Merger Sub Common Stock (i) were issued in violation of the preemptive or any other rights of any shareholder, or (ii) are held as treasury stock.

(c) Except as set forth on Schedule 4.2(c), there are not outstanding any securities convertible or exchangeable into capital stock of Parent nor any rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, such capital stock or securities convertible into such capital stock, and at Closing Merger Sub will not have any such convertible securities, calls or commitments. Neither Parent nor Merger Sub: (i) is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its capital stock; or (ii) has liability for dividends or other distributions declared or accrued, but unpaid, with respect to any capital stock.

(d) Subsidiaries. Except for Merger Sub and as set forth on Schedule 4.2(d)(i) hereto, Parent owns (a) no shares of capital stock of any other corporation, including any joint stock company, and (b) no other proprietary interest in any company, partnership, trust or other entity, including any limited liability company. At Closing, Parent will

own no more than five percent (5%) of any corporation other than Merger Sub and those corporations set forth on Schedule 4.2(d)(ii). At Closing (i) Merger Sub will not have any material liabilities or obligations, and no employees; and (ii) Merger Sub's only material asset will be the Pacer Shares to be purchased hereunder.

4.3. Execution; No Inconsistent Agreements; Etc.

(a) This Agreement is a valid and binding agreement of Parent and Merger Sub, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy or similar laws affecting the enforcement of creditors' rights generally, and the availability of equitable remedies. Parent and Merger Sub have the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and the documents to be delivered by them in connection with the Closing and to perform their obligations under this Agreement.

(b) The execution and delivery of this Agreement by Parent and Merger Sub does not, and the consummation of the transactions contemplated hereby will not, constitute a breach or violation of the Articles of Incorporation or Bylaws of Parent or Merger Sub, or a default under any of the terms, conditions or provisions of (or an act or omission that would give rise to any right of termination, cancellation or acceleration under) any note, bond, mortgage, lease, indenture, agreement or obligation to which Parent or Merger Sub is a party, pursuant to which Parent or Merger Sub otherwise receives benefits, or to which any of the properties of Parent or Merger Sub is subject, or violate any judgment, order, decree, statute or regulation applicable to Parent or Merger Sub or by which any of them may be subject.

4.4. Corporate Records. The statutory records, including the stock register and minute books of Parent and Merger Sub, fully reflect all issuances, transfers and redemptions of their respective capital stock, currently shows and will correctly show the total number of shares of their respective capital stock issued and outstanding on the date hereof and on the Closing Date, the Articles of Incorporation or other organizational documents and all amendments thereto, the Bylaws as amended and currently in force, and all minutes or resolutions of corporate actions taken by the shareholders or Board of Directors of Parent or Merger Sub, as applicable.

4.5. Financial Statements.

(a) Parent has delivered to Pacer (i) year-end audited financial statements for the year ended November 30, 2002, and (ii) unaudited balance sheet of Parent as of February 28, 2003 (the "Parent Balance Sheet"), and the related statements of income, shareholders' equity and cash flows of Parent for the period ended February 28, 2003. All the foregoing financial statements, and any financial statements delivered pursuant to Section 4.5(c) below, are referred to herein collectively as the "Parent Financial Statements."

(b) The Parent Financial Statements have been and will be prepared in accordance with GAAP throughout the periods involved, subject, in the case of interim financial statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes, applied on

a consistent basis, and fairly reflect and will reflect in all material respects the financial condition of Parent as at the dates thereof and the results of the operations of Parent for the periods then ended, and are true and complete and are consistent with the books and records of Parent.

(c) Until Closing, Parent will furnish to Pacer unaudited interim financial statements of Parent for each month subsequent to February 28, 2003 as soon as practicable but in any event within thirty (30) days after the close of any such month.

4.6. Liabilities. Except as described in Schedule 4.6, Parent has no debt, liability or obligation of any kind, whether accrued, absolute, contingent or otherwise, except: (a) those reflected on the Parent Balance Sheet, including the notes thereto, and (b) liabilities incurred in the ordinary course of business since the date of the Balance Sheet, none of which have had or will have a material adverse effect on the financial condition of Parent.

4.7. Absence of Changes. Except as described in Schedule 4.7, from February 28, 2003 to the date of this Agreement there has not been any adverse change in the business, assets, liabilities, results of operations or financial condition of Parent or in its relationships with suppliers, customers, employees, lessors or others, other than changes in the ordinary course of business, none of which, singularly or in the aggregate, have had or will have a material adverse effect on the business, properties or financial condition of Parent.

4.8. Title to Properties. Parent has good and marketable title to all of its properties and assets, real and personal, including, but not limited to, those reflected in the Balance Sheet (except as since sold or otherwise disposed of in the ordinary course of business, or as expressly provided for in this Agreement), free and clear of all encumbrances, liens or charges of any kind or character.

4.9. Compliance With Law. The business and activities of Parent has at all times been conducted in accordance with its Articles of Incorporation and Bylaws and any applicable law, regulation, ordinance, order, Parent License (as defined below), permit, rule, injunction or other restriction or ruling of any court or administrative or governmental agency, ministry, or body, except where the failure to do so would not result in a material adverse effect on Parent.

4.10. Taxes. Except as set forth on Schedule 4.10, Parent has duly filed all federal, state, and material local and foreign tax returns and reports, and all returns and reports of all other governmental units having jurisdiction with respect to taxes imposed on it or on its income, properties, sales, franchises, operations or employee benefit plans or trusts, all such returns were complete and accurate when filed, and all taxes and assessments payable by Parent have been paid to the extent that such taxes have become due. Parent has withheld from its employees, or otherwise accrued, the proper and accurate amounts for all periods to account for the tax withholding provisions of applicable foreign, federal, state and local tax laws. There are no waivers or agreements by Parent for the extension of time for the assessment of any taxes. There are not now any examinations of the income tax returns of Parent pending, or any proposed deficiencies or assessments against Parent of additional taxes of any kind.

4.11. Real Properties. Parent has no ownership interest in real property.

4.12. Leases of Real Property. All leases pursuant to which Parent is a lessee of any real property (the "Parent Leases") are listed in Schedule 4.12 and are valid and enforceable in accordance with their terms. There is not under any of such Parent Leases any material default or any claimed material default by Parent or any event of default or event which with notice or lapse of time, or both, would constitute a material default by Parent and in respect to which Parent has not taken adequate steps to prevent a default on its part from occurring. The copies of the Parent Leases heretofore furnished to Parent are true, correct and complete, and such Parent Leases have not been modified in any respect since the date they were so furnished, and are in full force and effect in accordance with their terms. Parent is lawfully in possession of all real properties of which they are a lessee (the "Parent Leased Properties").

4.13. Contingencies. Except as set forth on Schedule 4.13, there are no actions, suits, claims or proceedings pending, or to the knowledge of Parent threatened against, by or affecting, Parent in any court or before any arbitrator or governmental agency that may have a material adverse effect on Parent or which could materially and adversely affect the right or ability of Parent to consummate the transactions contemplated hereby. To the knowledge of Parent, there is no valid basis upon which any such action, suit, claim, or proceeding may be commenced or asserted against Parent. There are no unsatisfied judgments against Parent and no consent decrees or similar agreements to which Parent is subject and which could have a material adverse effect on Parent.

4.14. Material Contracts. Schedule 4.14 contains a complete list of all contracts of Parent, which involve consideration in excess of the equivalent of $25,000 or have a term of one year or more (the "Parent Material Contracts"). Parent has delivered to Parent a true, correct and complete copy of each of the written contracts. Except as disclosed in Schedule 4.14: (a) Parent has performed all material obligations to be performed by it under all such contracts, and is not in material default thereof, and (b) no condition exists or has occurred which with the giving of notice or the lapse of time, or both, would constitute a material default by Parent or accelerate the maturity of, or otherwise modify, any such contract, and (c) all such contracts are in full force and effect. No material default by any other party to any of such contracts is known or claimed by Parent to exist.

4.15. Employee Benefit Matters.

(a) Except as disclosed in Schedule 4.15, Parent does not provide, nor is it obligated to provide, directly or indirectly, any benefits for employees other than salaries, sales commissions and bonuses, including, but not limited to, any pension, profit sharing, stock option, retirement, bonus, hospitalization, insurance, severance, vacation or other employee benefits (including any housing or social fund contributions) under any practice, agreement or understanding.

(b) Each employee benefit plan maintained by or on behalf of Parent or any other party (including any terminated pension plans) which covers or covered any employees or former employees of Parent (collectively, the "Parent Employee Benefit Plan") is listed in Schedule 4.15. Parent has delivered to Pacer true and complete copies of all such plans and any related documents. With respect to each such plan: (i) no litigation, administrative or other proceeding or claim is pending, or to the knowledge of Parent, threatened or anticipated

involving such plan; (ii) there are no outstanding requests for information by participants or beneficiaries of such plan; and (iii) such plan has been administered in compliance in all material respects with all applicable laws and regulations.

(c) Parent has timely made payment in full of all contributions to all of the Parent Employee Benefit Plans which Parent was obligated to make prior to the date hereof; and there are no contributions declared or payable by Parent to any Parent Employee Benefit Plan which, as of the date hereof, has not been paid in full.

4.16. Possession of Franchises, Licenses, Etc. Parent: (a) possess all material franchises, certificates, licenses, permits and other authorizations (collectively, the "Parent Licenses") from governmental authorities, political subdivisions or regulatory authorities that are necessary for the ownership, maintenance and operation of its business in the manner presently conducted; (b) are not in violation of any provisions thereof; and (c) have maintained and amended, as necessary, all Parent Licenses and duly completed all filings and notifications in connection therewith.

4.17. Environmental Matters. (i) Parent is not in violation, in any material respect, of any Environmental Law; (ii) Parent has received all permits and approvals with respect to emissions into the environment and the proper collection, storage, transport, distribution or disposal of Wastes and other materials required for the operation of its business at present operating levels; and (iii) Parent is not liable or responsible for any material clean up, fines, liability or expense arising under any Environmental Law, as a result of the disposal of Wastes or other materials in or on the property of Parent (whether owned or leased), or in or on any other property, including property no longer owned, leased or used by Parent.

4.18. Agreements and Transactions with Related Parties. Except as disclosed in the Parent Financial Statements, Parent is not a party to any contract, agreement, lease or transaction with, or any other commitment to, (a) any shareholder of Parent, (b) any person related by blood, adoption or marriage to any shareholder of Parent, (c) any director or officer of Parent, (d) any corporation or other entity in which any of the foregoing parties has, directly or indirectly, at least five percent (5.0%) beneficial interest in the capital stock or other type of equity interest in such corporation or other entity, or (e) any partnership in which any such party is a general partner or a limited partner having a five percent (5%) or more interest therein (any or all of the foregoing being herein referred to as a "Parent Related Party" and, collectively, as the "Parent Related Parties"). Without limiting the generality of the foregoing, except as disclosed in Parent Financial Statements, no Parent Related Party, directly or indirectly, owns or controls any assets or properties which are used in the business of Parent.

4.19. Business Practices. Parent has not, at any time, directly or indirectly, made any contributions or payment, or provided any compensation or benefit of any kind, to any municipal, county, state, federal or foreign governmental officer or official, or any other person charged with similar public or quasi-public duties, or any candidate for political office.

4.20. Litigation. There is no suit, action or proceeding pending, and no person has overtly-threatened in a writing delivered to Parent to commence any suit, action or proceeding, against or affecting Parent that would, individually or in the aggregate, have a

material adverse effect on Parent, nor is there any judgment, decree, injunction, or order of any governmental entity or arbitrator outstanding against, or, to the knowledge of Parent, pending investigation by any governmental entity involving, Parent that individually or in the aggregate would have a material adverse effect on Parent.

4.21. Tax-Free Transaction. The Merger and the transactions contemplated hereby shall not result in the imposition of any tax, directly or indirectly, on the Shareholders.

4.22. Full Disclosure. No representation or warranty of Parent or Merger Sub contained in this Agreement, and none of the statements or information concerning Parent or Merger Sub contained in this Agreement and the Schedules, contains or will contain as of the date hereof and as of the Closing Date any untrue statement of a material fact nor will such representations, warranties, covenants or statements taken as a whole omit 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.

5. CONDUCT OF BUSINESS PENDING CLOSING.

5.1. Conduct of Business of Pacer Pending Closing. Pacer and the Shareholders covenant and agree that between the date hereof and the Closing Date:

5.1.1. Business in the Ordinary Course. The business of Pacer shall be conducted only in the ordinary course, and consistent with past practice. Without limiting the generality of the foregoing:

(a) Pacer shall not enter into any contract, agreement or other arrangement which would constitute a Pacer Material Contract, except for contracts to sell or supply goods or services to customers in the ordinary course of business at prices and on terms substantially consistent with the prior operating practices of Pacer;

(b) except for sales of personal property in the ordinary course of its business, Pacer shall not sell, assign, transfer, mortgage, convey, encumber or otherwise dispose of, or cause the sale, assignment, transfer, mortgage, conveyance, encumbrance or other disposition of any of the assets or properties of Pacer or any interest therein;

(c) Pacer shall not acquire any material assets, except expenditures made in the ordinary course of business as reasonably necessary to enable Pacer to conduct its normal business operations and to maintain its normal inventory of goods and materials, at prices and on terms substantially consistent with current market conditions and prior operating practices;

(d) the books, records and accounts of Pacer shall be maintained in the usual, regular and ordinary course of business on a basis consistent with prior practices and in accordance with GAAP;

(e) Pacer shall use its best efforts to preserve its business organization, to preserve the good will of its suppliers, customers and others having business

relations with Pacer, and to retain the services of key employees and agents of Pacer after the Closing Date;

(f) except as they may terminate in accordance with the terms of this Agreement, Pacer shall keep in full force and effect, and not cause a default of any of its obligations under, each of its contracts and commitments;

(g) Pacer shall duly comply in all material respects with all laws applicable to it and to the conduct of its business;

(h) Pacer shall not create, incur or assume any liability or indebtedness, except in the ordinary course of business consistent with past practices;

(i) Pacer shall not make or commit to make any capital expenditures in excess of one hundred thousand dollars ($100,000) in the aggregate;

(j) other than as contemplated in this Agreement, Pacer shall not apply any of its assets to the direct or indirect payment, discharge, satisfaction or reduction of any amount payable directly or indirectly to or for the benefit of the Shareholder or any Pacer Related Party; and

(k) neither Pacer nor the Shareholders shall take or omit to take any action which would render any of the Shareholders' representations or warranties untrue or misleading, or which would be a breach of any of the Shareholders' covenants.

5.1.2. No Material Changes. Pacer shall not, without the prior written consent of Parent, which shall not be unreasonably withheld, materially alter its organization, capitalization, or financial structure, practices or operations. Without limiting the generality of the foregoing:

(a) no change shall be made in the Articles of Incorporation or Bylaws of Pacer;

(b) no change shall be made in the authorized or issued capital stock of Pacer;

(c) Pacer shall not issue or grant any right or option to purchase or otherwise acquire any of its capital stock or other securities; and

(d) no dividend or other distribution or payment shall be declared or made with respect to any of the capital stock of Pacer.

5.1.3. Compensation. No increase shall be made in the compensation or employee benefits payable or to become payable to any director, officer, employee or agent of Pacer, and no bonus or profit-sharing payment or other arrangement (whether current or deferred) shall be made to or with any such director, officer, employee or agent, except in the ordinary course of business and consistent with prior practices.

5.1.4. No Other Negotiations. Neither Pacer nor the Shareholders shall negotiate with any other corporation, firm or person with respect to the possible acquisition of the assets or stock of Pacer or any of the other matters described herein. Pacer and the Shareholders shall promptly notify Parent of any inquiries or contracts by third parties with respect to the possible acquisition of assets or a controlling stock interest in Pacer.

5.2. Conduct of Business of Parent Pending Closing. Parent covenants and agrees that between the date hereof and the Closing Date:

5.2.1. Business in the Ordinary Course. The business of Parent shall be conducted only in the ordinary course, and consistent with past practice. Without limiting the generality of the foregoing:

(a) Parent shall not enter into any contract, agreement or other arrangement which would constitute a Parent Material Contract, except for contracts to sell or supply goods or services to customers in the ordinary course of business at prices and on terms substantially consistent with the prior operating practices of Parent;

(b) except for sales of personal property in the ordinary course of its business, Parent shall not sell, assign, transfer, mortgage, convey, encumber or otherwise dispose of, or cause the sale, assignment, transfer, mortgage, conveyance, encumbrance or other disposition of any of the assets or properties of Parent or any interest therein;

(c) Parent shall not acquire any material assets, except expenditures made in the ordinary course of business as reasonably necessary to enable Parent to conduct its normal business operations and to maintain its normal inventory of goods and materials, at prices and on terms substantially consistent with current market conditions and prior operating practices;

(d) the books, records and accounts of Parent shall be maintained in the usual, regular and ordinary course of business on a basis consistent with prior practices and in accordance with GAAP;

(e) Parent shall use its best efforts to preserve its business organization, to preserve the good will of its suppliers, customers and others having business relations with Parent, and to retain the services of key employees and agents of Parent after the Closing Date;

(f) except as they may terminate in accordance with the terms of this Agreement, Parent shall keep in full force and effect, and not cause a default of any of its obligations under, each of its contracts and commitments;

(g) Parent shall duly comply in all material respects with all laws applicable to it and to the conduct of its business;

(h) Parent shall not create, incur or assume any liability or indebtedness, except in the ordinary course of business consistent with past practices;

(i) Parent shall not make or commit to make any capital expenditures in excess of one hundred thousand dollars ($100,000) in the aggregate;

(j) other than as contemplated in this Agreement, Parent shall not apply any of its assets to the direct or indirect payment, discharge, satisfaction or reduction of any amount payable directly or indirectly to or for the benefit of any Parent Related Party; and

(k) neither Parent nor Merger Sub shall take or omit to take any action which would render any of the Parent or Merger Sub representations or warranties untrue or misleading, or which would be a breach of any of the Parent's or Merger Sub's covenants.

5.2.2. No Material Changes. Parent shall not, without the prior written consent of Pacer, which shall not be unreasonably withheld, materially alter its organization, capitalization, or financial structure, practices or operations. Without limiting the generality of the foregoing:

(a) no change shall be made in the Articles of Incorporation or Bylaws of Parent;

(b) no change shall be made in the authorized or issued capital stock of Parent;

(c) Parent shall not issue or grant any right or option to purchase or otherwise acquire any of its capital stock or other securities; and

(d) no dividend or other distribution or payment shall be declared or made with respect to any of the capital stock of Parent.

5.2.3. Compensation. No increase shall be made in the compensation or employee benefits payable or to become payable to any director, officer, employee or agent of Parent, and no bonus or profit-sharing payment or other arrangement (whether current or deferred) shall be made to or with any such director, officer, employee or agent, except in the ordinary course of business and consistent with prior practices.

5.2.4. No Other Negotiations. Parent shall not negotiate with any other corporation, firm or person with respect to the possible acquisition of the assets or stock of Parent or Merger Sub or any of the other matters described herein. Parent shall promptly notify Parent of any inquiries or contracts by third parties with respect to the possible acquisition of assets or a controlling stock interest in Parent or Merger Sub.

5.3. Notification. Each party to this Agreement shall promptly notify the other parties in writing of the occurrence, or threatened occurrence, of any event that would constitute a breach or violation of this Agreement by any party or that would cause any representation or warranty made by the notifying party in this Agreement to be false or misleading in any respect. Parent and Pacer will promptly notify the other of any event of which such party obtains knowledge which could have a material adverse effect on the business, assets, financial condition or prospects of Parent or Pacer, as applicable. Each party shall have the right to update the

Schedules to this Agreement immediately prior to Closing; provided, if such update discloses any breach of a representation, warranty, covenant or obligation of then the non-breaching party shall have the right to then exercise its available rights and remedies hereunder.

## 6. CONDITIONS TO OBLIGATIONS OF ALL PARTIES.

The obligation of the Pacer, the Shareholders, Parent and Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing, of each of the following conditions; any or all of which may be waived in whole or in part by the joint agreement of Parent, Merger Sub, Pacer and the Shareholders:

6.1. Absence of Actions. No action or proceeding shall have been brought or threatened before any court or administrative agency to prevent the consummation or to seek damages in a material amount by reason of the transactions contemplated hereby, and no governmental authority shall have asserted that the within transactions (or any other pending transaction involving Parent, Merger Sub, the Shareholders or Pacer when considered in light of the effect of the within transactions) shall constitute a violation of law or give rise to material liability on the part of the Shareholders, Pacer, Parent or Merger Sub.

6.2. Consents. The parties shall have received from any suppliers, lessors, lenders, lien holders or governmental authorities, bodies or agencies having jurisdiction over the transactions contemplated by this Agreement, or any part hereof, such consents, authorizations and approvals as are necessary for the consummation hereof.

6.3. Due Diligence. Each of Parent and Pacer shall have a period of ten (10) days commencing on the execution date hereof (the "Due Diligence Period") in which to conduct due diligence in respect of the transactions contemplated hereby. In the event the Parent or Pacer is not substantially satisfied with its findings, it may provide the other with written notice of its intent not to proceed with the Closing, and it shall have no further obligations under this Agreement, except as specifically provided otherwise herein. In conducting the due diligence, each party shall be entitled to all business, financial and other information regarding the other, as reasonably requested by such party. The validity of the representations and warranties contained herein shall not be affected by the due diligence.

## 7. CONDITIONS TO OBLIGATIONS OF PARENT AND MERGER SUB.

All obligations of Parent and Merger Sub to consummate the transactions contemplated by this Agreement are subject to the fulfillment and satisfaction of each and every of the following conditions on or prior to the Closing, any or all of which may be waived in whole or in part by Parent and Merger Sub:

7.1. Representations and Warranties. The representations and warranties contained in Section 3 of this Agreement and in any certificate, instrument, schedule, agreement or other writing delivered by or on behalf of Pacer or the Shareholders in connection with the transactions contemplated by this Agreement shall be true, correct and complete in all material respects (except for representations and warranties which are by their terms qualified by materiality, which shall be true, correct and complete in all respects) as of the date when made and shall be deemed to be made again at and as of the Closing Date and shall be true, correct and

complete at and as of such time in all material respects (except for representations and warranties which are by their terms qualified by materiality, which shall be true, correct and complete in all respects).

7.2. Acquisition. Pacer shall have acquired its first assisted living facility, which facility shall have at least $750,000 in annual revenues and $170,000 in net income.

7.3. Compliance with Agreements and Conditions. The Shareholders and Pacer shall have performed and complied with all material agreements and conditions required by this Agreement to be performed or complied with by the Shareholders and/or by Pacer prior to or on the Closing Date.

7.4. Absence of Material Adverse Changes. No material adverse change in the business, assets, financial condition, or prospects of Pacer shall have occurred, no substantial part of the assets of Pacer not substantially covered by insurance shall have been destroyed due to fire or other casualty, and no event shall have occurred which has had or will have a material adverse effect on the business, assets, financial condition or prospects of Pacer.

7.5. Certificate of the Shareholders. The Shareholders shall have executed and delivered, or caused to be executed and delivered, to Parent one or more certificates, dated the Closing Date, certifying in such detail as Parent may reasonably request to the fulfillment and satisfaction of the conditions specified in Sections 7.1 through 7.4 above.

## 8. CONDITIONS TO OBLIGATIONS OF PACER AND THE SHAREHOLDERS.

All of the obligations of Pacer and the Shareholders to consummate the transactions contemplated by this Agreement are subject to the fulfillment and satisfaction of each and every of the following conditions on or prior to the Closing, any or all of which may be waived in whole or in part by Pacer or the Shareholders:

8.1. Representations and Warranties. The representations and warranties contained in Section 4 of this Agreement and in any certificate, instrument, schedule, agreement or other writing delivered by or on behalf of Parent or Merger Sub in connection with the transactions contemplated by this Agreement shall be true and correct in all material respects (except for representations and warranties which are by their terms qualified by materiality, which shall be true, correct and complete in all respects) when made and shall be deemed to be made again at and as of the Closing Date and shall be true at and as of such time in all material respects (except for representations and warranties which are by their terms qualified by materiality, which shall be true, correct and complete in all respects).

8.2. Subsidiaries. Except for the Merger Sub, which is a wholly-owned subsidiary of Parent, and those corporations set forth on Schedule 4.2, Parent shall not maintain more than a five percent (5%) ownership interest in any corporation or other entity.

8.3. Compliance with Agreements and Conditions. Parent and Merger Sub shall have performed and complied with all material agreements and conditions required by this Agreement to be performed or complied with by Parent or Merger Sub prior to or on the Closing Date.

8.4. Absence of Material Adverse Changes. No material adverse change in the business, assets, financial condition, or prospects of Parent, taken as a whole, shall have occurred, no substantial part of the assets of Parent, taken as a whole, shall have been destroyed due to fire or other casualty, and no event shall have occurred which has had, or will have a material adverse effect on the business, assets, financial condition or prospects of Parent, taken as a whole.

8.5. Certificate of Parent. Parent and Merger Sub shall have delivered to Pacer a certificate, executed by an executive officer and dated the Closing Date, certifying to the fulfillment and satisfaction of the conditions specified in Sections 8.1 through 8.3 above.

9. POST-CLOSING AGREEMENTS.

9.1. Actions by Pacer Board of Directors. After Closing, the Board of Directors of Pacer shall Authorize and direct the officers of Pacer to liquidate the debts and obligations of Parent, as soon as practicable following the Closing.

9.2. INFe-Ventures, Inc.. INFe-Ventures, Inc., the investment banking subsidiary of Parent, shall use its best efforts to assist in arranging financing for the Parent to reduce its outstanding debts and liabilities.

9.3. Use of INFe Name. Within one hundred twenty (120) days following the Closing, Parent shall use its best efforts to change its name from INFe, Inc. to _____ _____, and shall assign all rights or interests it may have in or to the name "INFe" to INFe Ventures, Inc.

10. INDEMNITY.

10.1. Indemnification by Certain of the Shareholders. The Shareholders, (hereinafter, collectively, called the "Shareholder Indemnitors"), shall jointly and severally defend, indemnify and hold harmless Parent and its affiliates, officers, directors, employees and agents (hereinafter, collectively, called "Parent Indemnitees") against and in respect of any and all loss, damage, liability, fine, penalty, cost and expense, including reasonable attorneys' fees and amounts paid in settlement (collectively, "Parent Losses"), suffered or incurred by any Parent Indemnitee by reason of, or arising out of:

(a) any misrepresentation, breach of warranty or breach or non-fulfillment of any agreement of the Shareholders contained in this Agreement or in any certificate, schedule, instrument or document delivered to Parent by or on behalf of the Shareholders or Pacer pursuant to the provisions of this Agreement; and

(b) any liabilities of Pacer of any nature whatsoever (including tax liability, penalties and interest), whether accrued, absolute, contingent or otherwise, (i) existing as of the date of the Balance Sheet, and required to be shown therein in accordance with GAAP, to the extent not reflected or reserved against in full in the Balance Sheet; or (ii) arising or occurring between June 1, 2003 and the Closing Date, except for liabilities arising in the ordinary course of business, none of which shall have a material adverse effect on Pacer.

10.2. Indemnification by Parent. Parent shall defend, indemnify and hold harmless Pacer and the Shareholders against and in respect of any and all loss, damage, liability, cost and expense, including reasonable attorneys' fees and amounts paid in settlement (collectively, "Shareholder Losses"), suffered or incurred by the Shareholders by reason of or arising out of:

(a) any misrepresentation, breach of warranty or breach or non-fulfillment of any material agreement of Parent contained in this Agreement or in any other certificate, schedule, instrument or document delivered to the Shareholders by or on behalf of Parent pursuant to the provisions of this Agreement; and

(b) any liabilities of Pacer of any nature whatsoever (including tax liability, penalties and interest), whether accrued, absolute, contingent or otherwise, arising from Parent's ownership or operation of Pacer after Closing, but only so long as such liability is not the result of an act or omission of Pacer or any Shareholder occurring prior to the Closing. Parent Losses and Shareholder Losses are sometimes collectively referred to as "Indemnifiable Losses."

10.3. Defense of Claims.

(a) Each party seeking indemnification hereunder (an "Indemnitee"): (i) shall provide the other party or parties (the "Indemnitor") written notice of any claim or action by a third party arising after the Closing Date for which an Indemnitor may be liable under the terms of this Agreement, within ten (10) days after such claim or action arises and is known to Indemnitee, and (ii) shall give the Indemnitor a reasonable opportunity to participate in any proceedings and to settle or defend any such claim or action. The expenses of all proceedings, contests or lawsuits with respect to such claims or actions shall be borne by the Indemnitor. If the Indemnitor wishes to assume the defense of such claim or action, the Indemnitor shall give written notice to the Indemnitee within ten (10) days after notice from the Indemnitee of such claim or action, and the Indemnitor shall thereafter assume the defense of any such claim or liability, through counsel reasonably satisfactory to the Indemnitee, provided that Indemnitee may participate in such defense at their own expense, and the Indemnitor shall, in any event, have the right to control the defense of the claim or action.

(b) If the Indemnitor shall not assume the defense of, or if after so assuming it shall fail to defend, any such claim or action, the Indemnitee may defend against any such claim or action in such manner as they may deem appropriate and the Indemnitees may settle such claim or litigation on such terms as they may deem appropriate but subject to the Indemnitor's approval, such approval not to be unreasonably withheld; provided, however, that any such settlement shall be deemed approved by the Indemnitor if the Indemnitor fails to object thereto, by written notice to the Indemnitee, within fifteen (15) days after the Indemnitor's receipt of a written summary of such settlement. The Indemnitor shall promptly reimburse the Indemnitee for the amount of all expenses, legal and otherwise, incurred by the Indemnitee in connection with the defense and settlement of such claim or action.

(c) If a non-appealable judgment is rendered against any Indemnitee in any action covered by the indemnification hereunder, or any lien attaches to any of

the assets of any of the Indemnitee, the Indemnitor shall immediately upon such entry or attachment pay such judgment in full or discharge such lien unless, at the expense and direction of the Indemnitor, an appeal is taken under which the execution of the judgment or satisfaction of the lien is stayed. If and when a final judgment is rendered in any such action, the Indemnitor shall forthwith pay such judgment or discharge such lien before any Indemnitee is compelled to do so.

10.4. Waiver. The failure of any Indemnitee to give any notice or to take any action hereunder shall not be deemed a waiver of any of the rights of such Indemnitee hereunder, except to the extent that Indemnitor is actually prejudiced by such failure.

11. TERMINATION.

11.1. Termination. This Agreement may be terminated at any time on or prior to the Closing:

(a) By mutual consent of Parent, Merger Sub, Pacer and the Shareholders; or

(b) At the election of Parent if: (i) the Shareholders or Pacer have breached or failed to perform or comply with any of their representations, warranties, covenants or obligations under this Agreement; or (ii) any of the conditions precedent set forth in Section 6 or 7 is not satisfied as and when required by this Agreement; or (iii) the Closing has not been consummated by July 30, 2003; or

(c) At the election of the Shareholders if: (i) Parent or Merger Sub has breached or failed to perform or comply with any of its representations, warranties, covenants or obligations under this Agreement; or (ii) any of the conditions precedent set forth in Section 6 or 8 is not satisfied as and when required by this Agreement; or (iii) if the Closing has not been consummated by July 30, 2003.

11.2. Manner and Effect of Termination. Written notice of any termination ("Termination Notice") pursuant to this Section 11 shall be given by the party electing termination of this Agreement ("Terminating Party") to the other party or parties (collectively, the "Terminated Party"), and such notice shall state the reason for termination. The party or parties receiving Termination Notice shall have a period of ten (10) days after receipt of Termination Notice to cure the matters giving rise to such termination to the reasonable satisfaction of the Terminating Party. If the matters giving rise to termination are not cured as required hereby, this Agreement shall be terminated effective as of the close of business on the tenth (10th) day following the Terminated Party's receipt of Termination Notice. Upon termination of this Agreement prior to the consummation of the Closing and in accordance with the terms hereof, this Agreement shall become void and of no effect, and none of the parties shall have any liability to the others, except that nothing contained herein shall relieve any party from: (a) its obligations under Sections 2.2 and 2.3; or (b) liability for its intentional breach of any representation, warranty or covenant contained herein, or its intentional failure to comply with the terms and conditions of this Agreement or to perform its obligations hereunder.

12. MISCELLANEOUS.

12.1. Notices.

(a) All notices, requests, demands, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon receipt if delivered in person, or upon the expiration of two (2) days after the date sent, if sent overnight by federal express (or similar overnight courier service) to the parties at the following addresses:

| | | |
|---|---|---|
| (i) | If to Parent or Merger Sub: | INFe, Inc.<br>7787 Leesburg Pike, Suite 200<br>Falls Church, VA 22043<br>Attn: Thomas Richfield |
| | with a copy to: | Kirkpatrick & Lockhart LLP<br>Miami Center, Suite 2000<br>201 S. Biscayne Blvd.<br>Miami, Florida 33131<br>Attn: Clayton E. Parker, Esq. |
| (ii) | If to Pacer: | Pacer Health Corporation<br>6101 Blue Lagoon Drive, Suite 420<br>Miami, Florida 33126<br>Attn: Rainier Gonzalez, President |
| | with a copy to: | _____<br>_____ |
| (iv) | If to a Shareholder: | The name and address as listed on the Schedule A attached hereto. |

(b) Notices may also be given in any other manner permitted by law, effective upon actual receipt. Any party may change the address to which notices, requests, demands or other communications to such party shall be delivered or mailed by giving notice thereof to the other parties hereto in the manner provided herein.

12.2. Survival. Except as provided in the next sentence, the representations, warranties, agreements and indemnifications of the parties contained in this Agreement or in any writing delivered pursuant to the provisions of this Agreement shall survive any investigation heretofore or hereafter made by the parties and the consummation of the transactions contemplated herein and shall continue in full force and effect after the Closing.

12.3. Counterparts; Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall

constitute one and the same instrument. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the parties with respect to the matters covered hereby. All Schedules hereto shall be deemed a part of this Agreement. This Agreement shall not be altered or amended except by an instrument in writing signed by or on behalf of all of the parties hereto. No ambiguity in any provision hereof shall be construed against a party by reason of the fact it was drafted by such party or its counsel. For purposes of this Agreement: "herein", "hereby", "hereunder", "herewith", "hereafter" and "hereinafter" refer to this Agreement in its entirety, and not to any particular section or paragraph. References to "including" means including without limiting the generality of any description preceding such term. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

12.4. Governing Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws thereof. Any dispute, controversy or question of interpretation arising under, out of, in connection with or in relation to this Agreement or any amendments hereof, or any breach or default hereunder, shall be litigated in the state or federal courts in Miami-Dade County, Florida. Each of the parties hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Miami-Dade County, Florida. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action in Miami-Dade County, Florida.

12.5. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, and successors; provided, however, that no Shareholder may assign this Agreement or any rights hereunder, in whole or in part.

12.6. Partial Invalidity and Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any terms of this Agreement not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

12.7. Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such party. No failure on the part of a party hereto to exercise, and no delay in exercising, any right, power or remedy created hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other future exercise thereof or the exercise of any other right, power or remedy. No waiver by any party hereto to any breach of or default in any term or condition of this Agreement shall

constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

12.8. Headings. The headings as to contents of particular paragraphs of this Agreement are inserted for convenience only and shall not be construed as a part of this Agreement or as a limitation on the scope of any terms or provisions of this Agreement.

12.9. Expenses. Except as otherwise expressly provided herein, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by Parent or the Shareholder as each party incurs such expenses, and none of such expenses shall be charged to or paid by Pacer.

12.10. Finder's Fees. Each party hereto represents and warrants to each other party hereto that no broker, agent, finder or other party has been retained by such party in connection with the transactions contemplated hereby and that no fee or commission has been agreed by such party to be paid for or on account of the transactions contemplated hereby.

12.11. Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

12.12. Acceptance by Fax. This Agreement shall be accepted, effective and binding, for all purposes, when the parties shall have signed and transmitted to each other, by telecopier or otherwise, copies of the signature pages hereto.

12.13. Attorneys Fees. In the event of any litigation arising under the terms of this Agreement, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys fees and court costs from the other party or parties.

12.14. Time is of the Essence. It is understood and agreed among the parties hereto that time is of the essence in this Agreement and this applies to all terms and conditions contained herein.

12.15. Independent Representation. Each party hereto acknowledges and agrees that Kirkpatrick & Lockhart LLP has represented solely the Parent in connection with this Agreement. Each party hereto specifically acknowledges and agrees that it has had the opportunity to seek independent counsel of its own choice in connection with this Agreement.

12.16. NO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

**[Signature page to follow]**

**IN WITNESS WHEREOF,** the parties have executed this Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

**PARENT:**

**INFE, INC.**

By: _____
Name: Thomas M. Richfield
Title: President

**MERGER SUB:**

**PACER ACQUISITION, INC.**

By: _____
Name: Thomas M. Richfield
Title: President

**PACER:**

**PACER HEALTH CORPORATION**

By: _____
Name: Rainier Gonzalez
Title: President

**SHAREHOLDERS:**

_____
Name: Rainier Gonzalez

## SCHEDULE A

## SHAREHOLDERS OF PACER HEALTH CORPORATION

| NAME | ADDRESS | NUMBER OF SHARES |
|---|---|---|
| Rainier Gonzalez | 3822 SW 167 Terr, Miramar, FL 33027 | 1000 |

## SCHEDULE 3.1

**Pacer Locations**

6101 Blue Lagoon Drive, Suite 420, Miami, Florida 33126.

## SCHEDULE 3.3

**Pacer Subsidiaries**

**None.**

## SCHEDULE 3.7

**Pacer Liabilities**

Note Payable to AAA Medical Group in the amount of $800,000.

**SCHEDULE 3.8**

**Absence of Changes – Pacer**

## SCHEDULE 3.13

**Pacer Real Property Leases**

**None**

## SCHEDULE 3.16

**Pacer Material Contracts**

Asset Purchase Agreement between AAA Medical Group, Inc. and Pacer Health Corporation, attached hereto.

Promissory Note attached hereto.

## SCHEDULE 3.17

**Pacer Employment and Labor Matters**

N/A

## SCHEDULE 4.1

**Parent Locations**

Infe, Inc., 7787 Leesburg Pike, Suite 200, Falls Church, VA 22043.

## SCHEDULE 4.2(c)

**Outstanding Warrants and Options**

**SEE SCHEDULE ATTACHED**

**BAGELL, JOSEPHS & COMPANY, L.L.C.**
CERTIFIED PUBLIC ACCOUNTANTS

HIGH RIDGE COMMONS
SUITES 400-403
200 HADDONFIELD BERLIN ROAD
GIBBSBORO, NEW JERSEY 08026
(856) 346-2828 FAX (856) 346-2882

TRENTON OFFICE
1230 PARKWAY AVENUE
SUITE 301
TRENTON, NEW JERSEY 08628
(609) 883-1881
FAX (609) 771-0623

**EXHIBIT 23.1**

June 19, 2002

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

**Re: INFe, Inc.**
**Form S-8 Registration Statement**

Ladies and Gentlemen:

We hereby consent to the incorporation by reference in this Registration Statement (the "Registration Statement") on Form S-8 of INFe.com, Inc., (the "Company") of our report dated February 24, 2002 on the Company's consolidated financial statements for the year ended November 30, 2001, which report contains an explanatory paragraph relating to certain significant risks and uncertainties which conditions raise subsubstantial doubt about the Company's ability to continue as a going concern relating to those consolidated financial statements of the Company as of and for the year ended November 30, 2001.

We hereby consent to all references to our firm in such Registration Statement.

Very truly yours,

*BAGELL JOSEPHS & COMPANY, L.L.C.*
BAGELL, JOSEPHS & COMPANY, L.L.C.
Certified Public Accountants
Gibbsboro, New Jersey

As filed with the Securities and Exchange Commission on June 17, 2002 Reg. No. 333-

**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

**INFe, Inc.**
(Exact name of registrant as specified in its charter)

| Florida | 11-3144463 |
|---|---|
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer identification No.) |

7787 Leesburg Pike, Suite 200
Falls Church, VA 22043

(Address of principal executive offices) (Zip Code)

ADVISORY AND CONSULTING AGREEMENTS
COMMON STOCK PLAN
(Full title of plan)

Thomas Richfield, President
7787 Leesburg Pike, Suite 200
Falls Church, VA 22043

(Name and address of agent for service)
(703) 734-5650
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

| Title of securities to be registered | Amount to be Registered | Proposed maximum offering price per share | Proposed maximum Aggregate offering Price | Amount of Registration fee |
|---|---|---|---|---|
| Common Stock ($.0001 par value) | 1,950,000 | $0 .08 | $156,000 | $ 14.35 |

Estimated solely for the purpose of determining the amount of registration fee and pursuant to Rules 457(c) and 457 (h) of the General Rules and Regulations under the Securities Act of 1993, based upon the average of the high and low selling prices per share of Common Stock of INFe, Inc.. on June 11, 2002.

## PART I

## INFORMATION REQUIRED IN THIS SECTION 10(a) PROSPECTUS

**Item 1. Plan Information.**

The documents containing the information specified in Item 1 will be sent or given to individual consultants under such agreements between each consultant and the registrant.

**Item 2. Registrant Information and Employee Plan Annual Information.**

Upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in this Section 10(a) Prospectus), other documents required to be delivered to eligible employees, non-employee directors and consultants, pursuant to Rule 428(b) are available without charge by contacting:

Thomas Richfield, President
7787 Leesburg Pike, Suite 200
Falls Church, VA 22043
(703) 734-5650

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

**Item 3. Incorporation of Documents by Reference**

The following documents filed by INFe, Inc. (the "Company") with the Securities and Exchange Commission (the "Commission") are incorporated by reference herein:

(a) the Company's annual report on Form 10-KSB for the fiscal year ended November 30, 2001 filed pursuant to Section 13(a) or Section 15 (d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on March 15, 2002;

(b) the Registrant's Form 10-SB and Form 10-SB/A, filed on December 30, 1999 and January 25, 2000, respectively, pursuant to Section 12 of the Exchange Act, in which there is described the terms, rights and provisions applicable to the Registrant's outstanding Common Stock, and

(c) any document filed by the Company with the Commission pursuant to Sections 13(a), 13( c), 14 or 15(d) of the Exchange Act subsequent to the date hereof, but prior to the filing of a post-effective amendment to this Registration Statement which Indicates that all shares of Common Stock registered hereunder have been sold or that deregisters all such shares of common Stock then remaining unsold, such documents being deemed to be incorporated by reference herein and to be part hereof from the date of filing of such documents.

**Item 4. Description of Securities**

Not applicable.

**Item 5. Interests of Named Experts and Counsel**

Not applicable.

**Item 6. Indemnification of Directors and Officers**

INFe's Articles of Incorporation, as amended, provide to the fullest extent permitted by Florida law, a director or officer of INFe shall not be personally liable to INFe or its shareholders for damages for breach of such director's or officer's fiduciary duty. The effect of this provision of INFe's Articles of Incorporation, as amended, is to eliminate the right of INFe and its shareholders (through shareholders' derivative suits on behalf of INFe) to recover damages against a director or officer for breach of the fiduciary duty of care as a director or officer (including breaches resulting from negligent or grossly negligent behavior), except under certain situations defined by statute. INFe believes that the indemnification provisions in its Articles of Incorporation, as amended, are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Securities Act") may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless

in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**Item 7. Exemption from Registration Claimed**

Not applicable.

**Item 8. Exhibits**

The Exhibits to this registration statement are listed in the index to Exhibits on page __.

**Item 9. Undertakings**

(a) The undersigned registrant hereby undertakes::

(1) To file during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the securities Act 1933:

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement:

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement; *provided, however*, that paragraph (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraph is contained in periodic reports filed by the Company pursuant to Section 13 or Section 15 (d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendments shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by mean of a post-effective amendment any of the securities being registered hereunder that remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that for purposes of determining any liability under the Securities Act of 1933, each filing of the company's annual report pursuant to Section 13 (a) or Section 15 (d) of the Securities and Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the above-described provisions or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities act of 1933 and is, therefore, unenforceable. In the

event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Falls Church, State of Virginia, on June 17, 2002.

**INFe, Inc.**

By /s/ Thomas Richfield
Thomas Richfield, President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /s/Thomas Richfield<br>Thomas Richfield | President, Chief Executive Officer and Director | June 17, 2002 |

connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.



SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Falls Church, State of Virginia, on June 19, 2002.

INFe, Inc.

By /s/ Thomas Richfield

Thomas Richfield, President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /s/Thomas Richfield<br>Thomas Richfield | President, Chief Executive Officer and Director | June 19, 2002 |



INDEX TO EXHIBITS

| Exhibit No. | Description | Sequentially Numbered Pages |
|---|---|---|
| 4.1 | 2002 Stock Incentive Plan | |
| 4.2 | Consulting Agreement with Duane Wolter effective as of May 20, 2002 | |
| 4.3 | Consulting Agreement with Jay O. Wright effective as of May 20, 2002 | |
| 4.4 | Consulting Agreement with Peter Jegou effective as of May 20, 2002 | |

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| 4.5 | Consulting Agreement with Benjamin Kaplan effective as of May 20, 2002 | |
| 4.6 | Consulting Agreement with Richard E. Meccarielli effective as of May 20, 2002 | |
| 4.7 | Consulting Agreement with Andy Prince effective as of May 20, 2002 | |
| 4.8 | Consulting Agreement with Ernesto Angel effective as of May 20, 2002 | |
| 4.9 | Consulting Agreement with Domonique Sada effective as of May 20, 2002 | |
| 4.10 | Consulting Agreement with Thomas Chubokas effective as of May 20, 2002 | |
| 4.11 | Consulting Agreement with L.J. Clark effective as of May 20, 2002 | |
| 4.12 | Consulting Agreement with Steve Cote effective as of May 20, 2002 | |
| 4.13 | Consulting Agreement with John Curry effective as of May 20, 2002 | |
| 5.1 | Opinion of Counsel | |
| 23.1 | Consent of Bagell, Jopsephs & Company, LLC | |
| 23.2 | Consent of Counsel (included as part of Exhibit 5.1) | |
| 24.1 | Power of Attorney (Contained within Signature Page) | |

**Exhibit 4.1**

# INFE, INC.

## 2002 STOCK INCENTIVE PLAN

## ARTICLE I.

## PURPOSE AND ADOPTION OF THE PLAN

*1.1. Purpose.* The purpose of the INFe, Inc. 2002 Stock Incentive Plan (hereinafter referred to as the "Plan") is to assist in attracting, retaining and compensating highly competent key employees, non-employee directors and consultants and to act as an incentive in motivating selected key employees, non-employee directors and consultants of INFe, Inc. to achieve long-term corporate objectives, as well as to reduce debts of the Company through the issuance of Common Stock rather than the payment of cash.

*1.2. Adoption and Term.* The Plan has been approved by the Board of Directors (hereinafter referred to as the "Board") of INFe, Inc. (hereinafter referred to as the "Company"), effective as of •. The Plan shall remain in effect until terminated by action of the Board.

## ARTICLE II.

## SHARES

*2.1. Number of Shares Issuable.* The total number of shares initially authorized to be issued under the Plan shall be 1,000,000 shares of common stock of the Company, par value $0.0001 per share ("Common Stock"). 2,000,000

## ARTICLE III.

## PARTICIPATION

*3.1. Eligible Participants.* Participants in the Plan shall be such key employees, consultants, and non-employee directors of the Company as the Board, in its sole discretion, may designate from time to time. The Board's issuance of Common Stock to a participant in any year shall not require the Board to designate such person to receive Common Stock in any other year. The Board shall consider such factors as it deems pertinent in selecting participants and in determining the amount of Common Stock to be issued.

**Exhibit 4.2**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Duane Wolter of 1304 S. W. 160th Avenue, Suite 631 Fort Lauderdale, FL ("Consultant").

WHEREAS, THE Company desires the Consultant to provide accounting services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on bookkeeping and accounting, accounting systems and review of accounting software, practices and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of one hundred fifty thousand warrants (150,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each

party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the

Company before termination, the Consultant shall deliver to the Company all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/Duane Wolter

Duane Wolter

Company:

INFe, Inc.

/s/Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.3**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Jay O. Wright of 9621 Trailridge Terrace, Potomac, Maryland 20854 ("Consultant").

WHEREAS, THE Company desires the Consultant to provide legal and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on legal matters, business development, acquisitions, strategic planning and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of one hundred fifty thousand warrants (150,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed

appearing in the Introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of

the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/Jay O. Wright

Jay O. Wright

Company:

INFe, Inc.

/s/Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.4**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Peter Jegou of 1866 Mountain Top Rd., Bridgewater, N. J. 08807("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on general business and other management projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of fifty thousand warrants (50,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as

of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company

all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/Peter Jegou

Peter Jegou

Company:

INFe, Inc.

/s/ Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.5**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Benjamin Kaplan of 424 Poincana Island, Sunny Isles, Florida 33160("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on client financing activities, investment banking and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of fifty thousand warrants (50,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as

of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company

all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b)solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/ Benjamin Kaplan

Benjamin Kaplan

Company:

INFe, Inc.

/s/ Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.6**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Richard E. Meccarielli of 5168 California Lane, Alexandria, Virginia 22304 ("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on telecommunications projects, business development and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of one hundred thousand warrants (100,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the

paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company

all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/ Richard E. Meccarielli

Richard E. Meccarielli

Company:

INFe, Inc.

/s/ Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.7**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Andy Prince of 6226 Loch Raven Drive, McLean, Virginia 22102 ("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on merger and acquisitions strategic planning, business development and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of one hundred fifty thousand warrants (150,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each

party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the

Company before termination, the Consultant shall deliver to the Company all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/ Andrew S. Prince

Andrew S. Prince

Company:

INFe, Inc.

/s/Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.8**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Ernesto Angel 102 S. Tejon, #1100, Colorado Springs, CO 80903("Consultant").

WHEREAS, THE Company desires the Consultant to provide computer programming and web site design services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on web development, software, practices and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of five hundred thousand shares of common stock, which shares shall be issued under the Company's 2002 Stock Incentive Plan and shall be registered under a Form S-8 Registration Statement to be filed by the Company.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed

appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of

the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/Ernesto Angel

Ernesto Angel

Company:

INFe, Inc.

/s/Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.9**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Dominique Sada, 3119 Southwest 27th Avenue, Coconut Grove, Florida 33133("Consultant").

WHEREAS, THE Company the Consultant has provided accounting services to the Company pursuant hereto and Consultant is agreeable to payment for services within the provisions of this agreement.

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

1. Company agrees to pay for accounting services rendered as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services to effect the transition of services to newly appointed accounting consultant and for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO and agreeable to Consultant.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of one hundred thousand shares of common stock, which shares shall be issued under the Company's 2002 Stock Incentive Plan and shall be registered under a Form S-8 Registration Statement to be filed by the Company.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each

party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the

Company before termination, the Consultant shall deliver to the Company all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b)solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/Dominique Sada

Dominique Sada

Company:

INFe, Inc.

/s/Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.10**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Thomas Chubokas 216 SE 19th Terrace, Cape Coral, Florida 33990("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on general business development, strategic planning and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of one hundred fifty thousand warrants (150,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the

paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company

all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/ Thomas Chubokas

Thomas Chubokas

Company:

INFe, Inc.

/s/ Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.11**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and L. J. Clark of 7787 Leesburg Pike, Suite 200, Falls Church, Virginia 22043("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on business development and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of fifty thousand warrants (50,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the

paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company

all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b)solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/ L. J. Clark

L. J. Clark

Company:

INFe, Inc.

/s/ Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.12**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and Steven Cote of 7787 Leesburg Pike, Suite 200, Falls Church, Virginia 22043("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on special assignments, business development and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of fifty thousand warrants (50,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with the

paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the Company before termination, the Consultant shall deliver to the Company

all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b) solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/ Steven Cote

Steven Cote

Company:

INFe, Inc.

/s/ Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 4.13**

CONSULTING AGREEMENT

AGREEMENT, effective as of the 20th day of May, 2002, between INFe, Inc., a Florida Corporation (the "Company") and John Curry of 7103 Buckingham Drive, Germantown, TN 38138("Consultant").

WHEREAS, THE Company desires the Consultant to provide consulting and general business services to the Company pursuant hereto and Consultant is agreeable to providing such services.

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

1. Consultant shall serve as a consultant to the Company on management projects, acquisitions, strategic planning and other projects as may be deemed necessary by Mr. T. Richfield, CEO of INFe, Inc.

2. The Company shall be entitled to Consultant's services for reasonable times when and to the extent requested by, and subject to the direction of Mr. T. Richfield, CEO.

3. Reasonable travel and other expenses necessarily incurred by Consultant to render such services, and approved in advance by the Company, shall be reimbursed by the Company promptly upon receipt of proper statements, including appropriate documentation, with regard to the nature and amount of those expenses. Those statements shall be furnished to the Company monthly at the end of each calendar month in the Consulting Period during which any such expenses are incurred. Company shall pay expenses within fifteen (15) business days of the receipt of a request with appropriate documentation.

4. In consideration for the services to be performed by Consultant, the Consultant will receive a total of fifty thousand warrants (50,000) exercisable at $0.50 per warrant.

5. It is the express intention of the parties that the Consultant is an independent contractor and not an employee or agent of the Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and the Company. Both parties acknowledge that the Consultant is not an employee for state or federal tax purposes. The Consultant shall retain the right to perform services for others during the term of this agreement.

6. Neither this agreement nor any duties or obligations under this agreement may be assigned by the Consultant without the prior written consent of the Company.

7. This agreement may be terminated upon thirty (30) days written notice by either the Company or the Consultant.

8. Any notices to be given hereunder by either party to the other may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addressed appearing in the introductory paragraph of this agreement, but each

party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Consultant for the Company and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

10. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; and the parties agree that the proper venue for the resolution of any disputes hereunder shall be settled by arbitration in the Washington, DC metropolitan area, in accordance with the procedures (the "Procedures") of the American Arbitration Association (the "AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. For purposes of this Agreement, Intellectual Property will mean (i) works, ideas, discoveries, or inventions eligible for copyright, trademark, patent or trade secret protection; and (ii) any applications for trademarks or patents, issued trademarks or patents, or copyright registrations regarding such items. Any items of Intellectual Property discovered or developed by the Consultant (or the Consultant's employees) during the term of this Agreement will be the property of the Consultant, subject to the irrevocable right and license of the Company to make, use or sell products and services derived from or incorporating any such Intellectual Property without payment of royalties. Such rights and license will be exclusive during the term of this Agreement, and any extensions or renewals of it. After termination of this Agreement, such rights and license will be nonexclusive, but will remain royalty-free. Notwithstanding the preceding, the textual and/or graphic content of materials created by the Consultant under this Agreement (as opposed to the form or format of such materials) will be, and hereby are, deemed to be "works made for hire" and will be the exclusive property of the Company. Each party agrees to execute such documents as may be necessary to perfect and preserve the rights of either party with respect to such Intellectual Property.

12. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by the Consultant are Proprietary Information and are the property of the Company. Proprietary Information includes, but is not limited to, product specifications and/or designs, pricing information, specific customer requirements, customer and potential customer lists, and information on Company's employees, agent, or divisions. The Consultant shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not is in written form, except to the extent necessary to perform services under this agreement. On termination of the Consultant's services to the Company, or at the request of the

Company before termination, the Consultant shall deliver to the Company all material in the Consultant's possession relating to the Company's business.

13. The obligations regarding Proprietary Information extend to information belonging to customers and suppliers of the Company about which the Consultant may have gained knowledge as a result of performing services hereunder.

14. The Consultant shall not, during the term of this agreement and for a period of one (1) year immediately after the termination of this agreement, or any extension of it, either directly or indirectly (a) for purposes competitive with the products or services currently offered by the Company, call on, solicit, or take away any of the Company's customers or potential customers about whom the Consultant became aware as a result of the Consultant's services to the Company hereunder, either for the Consultant or for any other person or entity, or (b)solicit or take away or attempt to solicit or take away any of the Company's employees or consultants either for the Consultant or for any other person or entity.

15. The Company will indemnify and hold harmless Consultant from any claims or damages related to statements prepared by or made by Consultant that are either approved in advance by the Company or entirely based on information provided by the Company.

Consultant:

/s/ John Curry

John Curry

Company:

INFe, Inc.

/s/ Thomas M. Richfield

Thomas M. Richfield
President & CEO

**Exhibit 5.1**

**SICHENZIA ROSS FRIEDMAN FERENCE LLP**
1065 Avenue of the Americas
New York, New York 10018

Telephone: (212) 930-9700
Facsimile: (212) 930-9725
E-Mail: srflaw@i-2000.com

June 17, 2002

*VIA ELECTRONIC TRANSMISSION*

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, DC 20549

Re: INFe, Inc.
Form S-8 Registration Statement

Ladies and Gentlemen:

We refer to the above-captioned registration statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), filed by INFe, Inc., a Florida corporation (the "Company"), with the Securities and Exchange.

We have examined the originals, photocopies, certified copies or other evidence of such records of the Company, certificates of officers of the Company and public officials, and other documents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such latter documents.

Based on our examination mentioned above, we are of the opinion that the securities being registered to be sold pursuant to the Registration Statement are duly authorized and will be, when sold in the manner described in the Registration Statement, legally and validly issued, and fully paid and non-assessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm under "Legal Matters" in the related Prospectus. In giving the foregoing consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Sichenzia Ross Friedman Ference LLP
Sichenzia Ross Friedman Ference LLP

**EXHIBIT 23.1**

# CONSENT OF INDEPENDENT AUDITORS

[Bagell, Josephs & Company, LLC]

June 17, 2002

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of INFE.com, Inc., of our report dated November 30,2001 (which report contains an explanatory paragraph relating to certain significant risks and uncertainties which conditions raise substantial doubt about the Company's ability to continue as a going concern) relating to the consolidated financial statements of INFE.com, Inc., as of November 30, 2001 and for the year then ended, and to all references to our firm in such Registration Statement.

Yours Very Truly,

/s/ Bagell, Josephs & Company LLC

**SCHEDULE 4.2(d)(i)**

**Parent Subsidiaries – Greater Than 5% Ownership**

**INFE HOLDINGS, INC.**

**TELTECH GLOBAL SOLUTIONS, INC.**

**SCHEDULE 4.2(d)(ii)**

**Parent Subsidiaries – 5% Ownership**

**INFe-Technologies, Inc.**
**INFe-Relations, Inc.**
**INFe-Ventures, Inc.**
**NETNETMARKETING.COM, INC.**
**IT*CAREERNET.COM, INC.**

## SCHEDULE 4.6

**Parent Liabilities**

Notes Payable.

1. Two - twenty five thousand dollar loans payable with interest to Elizabeth Sara due on June 30, 2003. (see note documents).
2. Note payable of $75,000.00 to Free Money, Inc. currently overdue plus applicable interest. (see note documents).
3. Jay Wright – Note payable of approximately $15,000.00 plus interest loaned for TelTechGlobal Solutions. Loan was extended and payment arrangements have been made utilizing stock issuance of 300,000 shares to liquidate debt.
4. Note Payable to Europa Global Investments $119,890. Can be settled with stock.

Taxes

1. IRS Taxes – Due and payable to IRS with penalties and interest as stated in the Company's last 10Q filings.
2. State and Local Taxes –
    a. County Tax - $307.50
    b. Commonwealth of Virginia - $150.00 Approx.

Accounts Payable (see schedule from accountants). Certain items can be negotiated.

**INFE, INC.**
**TAXPAYER ID # 11-3144463**

**FIRST UNION BUSINESS CHECKING ACCOUNT**
**2000003806500**

| ACCOUNTS PAYABLE/Taxes/Notes | DATE OF LAST INVOICE | | AMOUNT | Taxes | Notes Payable | Totals |
|---|---|---|---|---|---|---|
| Bagell, Joseph's & Company | 05/31/03 | $ | 13,561.25 | | | |
| Biz4Mation | 04/03/03 | $ | - | | | |
| Broad and Cassell*** | 04/09/03 | $ | 20,465.47 | | | |
| Bull & Bear, The | 11/11/02 | $ | - | | | |
| Computershare | 05/01/03 | $ | 2,234.34 | | | |
| CSC | 02/11/03 | $ | 2,447.69 | | | |
| CSC | 02/08/03 | $ | 224.00 | | | |
| David Levenson | 03/03/03 | $ | 4,770.00 | | | |
| De Angelis | 06/24/03 | $ | 675.00 | | | |
| Electronic Filings, Inc. | 04/28/03 | $ | 228.11 | | | |
| Europa Global Investments | 07/01/00 | $ | - | | 100,000.00 | |
| Free Money, Inc. | 04/09/02 | $ | - | | 77,500.00 | |
| Grubb & Ellis* | 02/20/03 | $ | 2,641.60 | | | |
| Henry Fischer Accountants | 06/11/03 | $ | 10,000.00 | | | |
| IGAI*** | 06/15/03 | $ | 15,000.00 | | | |
| IPMS*** | 04/16/03 | $ | 18,562.50 | | | |
| IRS (Approx) | 11/31/2002 | $ | - | 290,292.00 | | |
| Jay Wright** | 12/20/03 | | | | 20,000.00 | |
| Kirkpatrick & Lochart LLP | 04/30/03 | $ | 3,854.45 | | | |
| LightMix Design Studio*** | 04/30/03 | $ | 22,821.00 | | | |
| Nationwide Credit RE: AMEX | 05/02/03 | $ | 5,025.00 | | | |
| NCO Financial RE: Bellsouth | 05/08/03 | $ | 2,708.72 | | | |
| PR Newswire | 02/28/03 | $ | 4,260.00 | | | |
| Qwest | 05/30/03 | $ | 45.93 | | | |
| Rachlin Cohen & Holtz | 02/28/03 | $ | 55,000.00 | | | |
| Riverstone* | 05/31/03 | $ | 135,000.00 | | | |
| Sara, Elizabeth C. | 06/30/03 | $ | 50,000.00 | | 50,000.00 | |
| Schwartz & Horwitz | 05/27/03 | $ | 2,344.20 | | | |
| Standard & Poor's | 05/01/02 | $ | 2,975.00 | | | |
| Schenzia,Ross,Friedman* | 12/04/02 | $ | 17,558.00 | | | |
| State & Local Taxes (approx) | 06/30/03 | $ | - | 457.50 | | |
| Washington Post, The | 11/30/02 | $ | 9,405.00 | | | |
| | | **$** | **401,807.26** | **$ 290,749.50** | $247,500.00 | $940,056.76 |

## SCHEDULE 4.7

### Absence of Changes – Parent

Law Suits.

1. James Dodrill vs INFE, Inc. – May 20, 2003. Dodrill filed request for interrogatories in conjunction with payments due him for legal services in the past. See attached documentation. Issue should be able to settle out of court. INFE attorney is Robert S. Horwitz of Schwartz Horwitz of Boca Raton, Florida.
2. Rachlin, Cohen Holtz – Suit for payment of past accounting services filed in Circuit Court of the 11th Judicial Circuit In and For District Miami-Dade County, Florida . Case # 03-00139 CA 21. Amount owed is $55,000.00.

## SCHEDULE 4.10

**Parent Taxes**

Taxes

1. IRS Taxes – Due and payable to IRS with penalties and interest as stated in the Company's last 10Q filings.
2. State and Local Taxes –
    a. County Tax - $307.50
    b. Commonwealth of Virginia - $150.00 Approx.

## SCHEDULE 4.12

**Parent Real Property Leases**

Company owns no real property and leases space on a month to month basis in Northern Virginia at the rate of $2,000.00 per month.

## SCHEDULE 4.13

### Parent Contingencies

Company served as a VAR for Riverstone networks and Riverstone claims that the Company owes Riverstone approximately $135,000.00 for equipment sold to customers. Company disputes the claim and takes the position that no money is due because of an offset charged by the Company for expenses incurred for Riverstone of $150,000.00. Riverstone has not pursued this item.

## SCHEDULE 4.14

**Parent Material Contracts**

Agreement with Daniels Advisory for the sale of INFE-Human Resources, Inc.

Contract with Datameg Corp. for services rendered in conjunction with a reverse merger wherein Company has warrants to purchase additional stock in Datameg. (Contract copy attached).

## SCHEDULE 4.15

**Parent Employment and Labor Matters**

None.

**EXHIBIT "A"**

**Plan of Merger**

**PLAN OF MERGER**

The following Plan of Merger is submitted in compliance with Section 607.1101 of the Florida Business Corporation Act:

1. Surviving Corporation. The name of the surviving corporation is Pacer Health Corporation, a Florida corporation (the "Surviving Corporation").

2. Merging Corporation. The name of the merging corporation is Pacer Acquisition, Inc., a Florida corporation (the "Merging Corporation").

3. Terms and Conditions of Merger. The terms and conditions of the merger are as set forth in that certain Merger Agreement by and among the Surviving Corporation, the Merging Corporation, and the shareholders of each of said entities, a true and correct copy of which is attached hereto as Exhibit A (the "Merger Agreement").

4. Conversion of Shares. The manner and basis of converting the shares of the Merging Corporation into shares, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of the Merging Corporation into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property are as set forth in the Merger Agreement.

5. Effective Date. The merger shall become effective (the "Effective Date") upon filing of the Articles of Merger with the Secretary of State of Florida.

6. Effect of Merger. Upon the Effective Date of the merger, the Merging Corporation shall be merged with and into the Surviving Corporation such that from the Effective Date, the separate existence of the Merging Corporation shall cease. The Surviving Corporation shall continue its corporate existence under the laws of the State of Florida.

[SIGNATURES ON FOLLOWING PAGE]

PACER HEALTH CORPORATION,
a Florida corporation

BY: _____
ITS: _____
DATE: _____

PACER ACQUISITION, INC.
a Florida corporation

BY : _____
ITS : _____
DATE: _____

**EXHIBIT "B"**

**Articles of Merger**

**ARTICLES OF MERGER**

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act:

1. The name of the Surviving Corporation is Pacer Health Corporation, a Florida corporation (the "Surviving Corporation").

2. The name of the Merging Corporation is Pacer Acquisition, Inc., a Florida corporation (the "Merging Corporation").

3. The Plan of Merger is attached as Exhibit A.

4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

5. The Plan of Merger was adopted by the shareholders of the Surviving Corporation on June _____, 2003.

6. The Plan of Merger was adopted by the shareholders of the Merging Corporation on June _____, 2003.

**Pacer Health Corporation,**
**a Florida corporation**

By: _____
Printed/Typed Name: _____
Title: _____
Date: June_____, 2003

**Pacer Acquisition, Inc.**
**a Florida corporation**

By: _____
Printed/Typed Name: _____
Title: _____
Date: June_____, 2003