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2010 MAY -7 AM 9:12

Merger

Earthcom Service Inc.

1093 A1A Beach Blvd, #442
St Augustine, Fl 32080

Phone: 904-962-3373

VIA FEDERAL EXPRESS

May 6, 2010

TO: Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Earthcom Service Inc.

Ladies and Gentlemen:

We hereby submit for filing the enclosed Article of Merger, which relate to the merger of Oxygen Acquisition Corporation, a Florida corporation, with and into Earthcom Service, Inc., a Florida corporation. The surviving corporation will be Earthcom Service, Inc.

Name of Surviving Corporation

Please return all correspondence concerning this matter to:

Val Kazia
President
Earthcom Service, Inc.
1093 A1A Beach Blvd, #442
St Augustine, FI 32080

E-mail address: earthcom77@yahoo.com

For further information concerning this matter, please call the undersigned at 904 962-3373

Enclosed is a check for $78.75, representing a filing fee of $70.00 for the two corporations and $8.75 for a certified copy.

Please return the certified copy to the above address.

Very truly yours,

EARTHCOM SERVICE INC.

By: _____
Val Kazia
President

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation is **EARTHCOM SERVICE INC.,** a Florida corporation.

Second: The name and jurisdiction of the merging corporation is **OXYGEN ACQUISITION CORPORATION,** a Florida corporation:

Third: The Plan of Merger is attached.

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

Fifth: The Agreement and Plan of Merger was adopted by the sole shareholder of the surviving corporation on May 5, 2010.

The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation on May 5, 2010.

Seventh: Signatures for Each Corporation

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name & Title
EARTHCOM SERVICE INC.		Val Kazia President
OXYGEN ACQUISITION CORPORATION		Scott Conley President

FILED
2010 MAY -7 AM 9:12

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is entered into as of May 4, 2010, by and among **O2 SECURE WIRELESS, INC.**, a Georgia corporation ("*Buyer*"), **OXYGEN ACQUISITION CORPORATION,** a Florida corporation and the wholly owned subsidiary of Buyer ("*Merger Sub*") and **EARTHCOM SERVICE INC.,** a Florida corporation ("*Seller*"). Buyer, Seller and Merger Sub are sometimes referred to individually as a "*Party*" and collectively herein as the "*Parties.*"

RECITALS:

A. This Agreement contemplates a tax-free merger of Merger Sub with and into Seller in a reorganization pursuant to Code §368(a)(1)(A).

B. The Board of Directors of Buyer and Seller believe it is in the best interests of their respective companies and their respective stockholders that Seller and Merger Sub combine into a single company, such that Earthcom will become the wholly owned subsidiary of Buyer through the statutory merger under the laws of the State of Florida of Merger Sub with and into Seller (the "*Merger*"), upon the terms and subject to the conditions set forth in this Agreement, and, in furtherance thereof, such Boards have approved the Merger in accordance with the provisions of such laws.

C. Pursuant to the Merger, and upon the terms and subject to the conditions set forth herein, among other things, the issued and outstanding shares of the common stock, without par value, of Seller ("*Seller Common Stock*"), shall be converted into the right to receive the Merger Consideration (as defined in §2(g)(i)), consisting of shares of the common stock, without par value, of Buyer *("Buyer Common Stock")*, upon the terms and subject to the conditions set forth herein.

D. Seller and Buyer desire to make certain representations and warranties and other covenants and agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows.

1. ***Definitions.***

"*Accredited Investor*" has the meaning set forth in Regulation D promulgated under the Securities Act.

"*Affiliate*" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Exchange Act.

"*Articles of Merger*" has the meaning set forth in §2(b).

"*Buyer*" has the meaning set forth in the recitals.

"*Buyer Common Stock*" has the meaning set forth in the recitals.

"*Buyer Confidential Information*" has the meaning set forth in §5(e).

"*Buyer's Disclosure Schedule*" has the meaning set forth in §4.

"*Certificates*" has the meaning set forth in §2(h)(ii).

"*Closing*" has the meaning set forth in §2(b).

"*Closing Date*" has the meaning set forth in §2(b).

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Convertible Debt*" means certain convertible indebtedness of Buyer, comprising a Convertible Promissory Note of Buyer, dated August 1, 2006, in the principal amount of $60,000, payable to Michael R. Sellars (the "*First Convertible Note*"), and a Convertible Promissory Note of Buyer, dated April 9, 2007, in the principal amount of $37,000, payable to Michael R. Sellars (the "*Second Convertible Note*").

"*Dominican Entity*" means Earthcom C. por A, a corporation organized under the laws of the Dominican Republic.

"*Effective Time*" has the meaning set forth in §2(c).

"*Employee Benefit Plan*" means any "employee benefit plan" (as such term is defined in ERISA §3(3)) and any other material employee benefit plan, program or arrangement of any kind.

"*Environmental, Health, and Safety Requirements*" shall mean, as amended and as now and hereafter in effect, all applicable federal, state, local, and foreign statutes, regulations, ordinances, and other provisions having the force or effect of law, judicial and administrative orders and determinations, contractual obligations, and common law concerning public health and safety, worker health and safety, pollution, or protection of the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances, or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise, or radiation.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Exchange Agent*" has the meaning set forth in §2(h)(i).

"*First Convertible Note*" shall have the meaning ascribed to it in the definition of "*Convertible Debt*".

"*GAAP*" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"*Intellectual Property*" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how,

formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

"*Knowledge of Seller*" or "*Seller's Knowledge*" means the actual knowledge of a person who is an officer or directors of Seller or any of its subsidiaries.

"*Leased Real Property*" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property held by Seller or any of its Subsidiaries.

"*Leases*" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which Seller or any of its Subsidiaries holds any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Seller or any of its Subsidiaries thereunder.

"*Liability*" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"*Lien*" means any mortgage, pledge, lien, encumbrance, charge, or other security interest other than (a) liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings, (b) purchase money liens and liens securing rental payments under capital lease arrangements, and (c) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

"*Material Adverse Effect*" or "*Material Adverse Change*" means any effect or change that would be (or could reasonably be expected to be) materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of Seller taken as a whole or to the ability of Seller to consummate timely the transactions contemplated hereby (regardless of whether or not such adverse effect or change can be or has been cured at any time or whether Buyer has knowledge of such effect or change on the date hereof); *provided* that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect or Material Adverse Change: any adverse change, event, development, or effect arising from or relating to (1) general business or economic conditions, including such conditions related to the business of Seller, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (3) financial, banking, or securities markets (including any suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or NASDAQ Stock Market for a period in excess of three hours or any decline of either the Dow Jones Industrial Average or the Standard & Poor's Index of 500 Industrial Companies by an amount in excess of 15% measured from the close of business on

the date hereof), (4) changes in United States generally accepted accounting principles, (5) changes in laws, rules, regulations, orders, or other binding directives issued by any governmental entity, and (6) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby.

"*Merger*" has the meaning set forth in the recitals.

"*Merger Consideration*" has the meaning set forth in §2(g)(i).

"*Merger Sub*" has the meaning set forth in the recitals.

"*Note Purchase Agreement*" means the Note Purchase and Escrow Agreement, dated as of May 3, 2010, by and between Michael R. Sellars, the persons who signed said agreement as Purchasers and Barry J. Miller, as Escrow Agent.

"*Ordinary Course of Business*" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"*Party*" has the meaning set forth in the recitals.

"*Person*" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

"*SEC*" means the United States Securities and Exchange Commission.

"*SEC Reports*" has the meaning set forth in §4(e).

"*Second Convertible Note*" shall have the meaning ascribed to it in the definition of "*Convertible Debt*".

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Seller*" has the meaning set forth in the recitals.

"*Seller Common Stock*" has the meaning set forth in the recitals.

"*Seller Confidential Information*" has the meaning set forth in §5(e).

"*Seller Financial Statements*" has the meaning set forth in §3(g).

"*Skyline*" means Skyline Capital Investment, Inc., a Florida corporation.

"*Tax*" or "*Taxes*" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"*Subsidiary*" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total

voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term "*Subsidiary*" shall include all Subsidiaries of such Subsidiary.

"*Surviving Corporation*" has the meaning set forth in §2(a).

"*Tax Return*" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

2. ***The Transaction.***

(a) ***The Merger***. Upon the terms and subject to the conditions of this Agreement and in accordance with the laws of the State of Florida, Merger Sub will merge with and into Seller at the Effective Time. Upon the consummation of the Merger, the separate corporate existence of Merger Sub shall cease and Seller shall continue as the surviving corporation (the "*Surviving Corporation*") under the corporate name of Seller.

(b) ***Closing***. The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the offices of Skyline Capital Investment, Inc., 1204 NW 137th Terrace, Pembroke Pines, Florida, commencing at 2:00 p.m., local time, on May 6, 2010, provided that the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself) has occurred or such other date after such satisfaction or waiver as the Parties may mutually determine (the "*Closing Date*"); *provided, however*, that the Closing Date shall be no later than July 31, 2010. At the Closing, (i) Seller will deliver to Buyer the various certificates, instruments and documents referred to in §7(a) below; (ii) Buyer will deliver to Seller the various certificates, instruments and documents referred to in §7(b) below; and (iii) Seller and Merger Sub will sign Articles of Merger in the form required by the laws of the State of Florida (the "*Articles of Merger*").

(c) ***Effective Time***. The Parties shall, as quickly as practicable after the Closing Date cause the Articles of Merger to be filed with the proper authorities of the State of Florida and shall make all such other filings or recordings as may be required to effectuate the Merger. The Merger shall become effective at the time of filing of the Articles of Merger as provided in the previous sentence (such time as the Merger becomes effective being referred to herein as the "*Effective Time*").

(d) ***Effects of the Merger***. The Merger shall have the effects prescribed by the laws of the State of Florida. Without limiting the generality of the foregoing, (i) Merger Sub shall merge with and into Seller, which shall be the surviving corporation, and the separate existence of Merger Sub shall cease; (ii) the title to all real estate and other property, or any interest therein, owned by Seller

and Merger Sub shall be vested in the Surviving Corporation without reversion or impairment; (iii) the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of itself and Merger Sub; (iv) any claim existing or action or proceeding pending by or against Seller and Merger Sub may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for Merger Sub; and (v) neither the rights of creditors nor any liens upon the property of Seller or Merger Sub shall be impaired by the Merger.

(e) ***Articles of Incorporation and By-Laws of the Surviving Corporation***.

(i) **Articles of Incorporation**. The Articles of Incorporation of Seller as now in effect, shall be the Articles of Incorporation of the Surviving Corporation immediately after the Effective Time.

(ii) **By-Laws**. The by-laws of Seller as in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation immediately after the Effective Time.

(f) ***Directors and Officers***. After the Effective Time, the directors of Buyer and the Surviving Corporation shall as set forth in §6.

(g) ***Effect on Outstanding Securities of the Parties***.

(i) **Conversion of Shares.** At the Effective Time, by virtue of the merger and without any further action on the part of Buyer, Seller, Merger Sub or the holders of any securities of Buyer, Seller and Merger Sub,

(A) each share of Seller Common Stock outstanding at the Effective Time shall be converted into the right to receive the number of newly issued shares of Buyer Common Stock be determined by dividing 550,000,000 by the number of shares of Seller Common Stock outstanding at the Effective Time, such that the holders of the shares of Seller Common Stock outstanding at the Effective Time shall have the right collectively to receive an aggregate of 550,000,000 shares of Buyer Common Stock by virtue of such conversion and the holders of Seller Common Stock shall have no further rights with respect thereto, except the right to receive the shares of Buyer Common Stock to which they are respectively entitled; and

(B) each share of Merger Sub Common Stock outstanding at the Effective Time shall be converted into the right to receive one newly issued share of Seller Common Stock, such that the 1,000 shares of the common stock of Merger Sub then outstanding shall be converted into the right to receive 1,000 shares of newly issued Seller Common Stock, and the holder of Merger Sub Common Stock shall have no further rights with respect thereto, except the right to receive the shares of Seller Common Stock to which it is entitled, as the result of which, Seller shall be, from and after the Effective Time, the wholly owned subsidiary of Buyer.

The shares of Buyer Common Stock to be delivered to the holders of Seller Common Stock by virtue of the Merger are sometimes referred to as "Merger Consideration."

The shares of Buyer Common Stock outstanding immediately prior to the Effective Time shall be unaffected by the Merger.

(ii) **Adjustments**. If, subsequent to the date of this Agreement but prior to the Effective Time, the outstanding shares of Buyer Common Stock or Seller Common Stock shall have been changed into a different number of shares or a different class as a result of a stock split, stock dividend, subdivision, reclassification, split, combination, exchange, recapitalization or other

transaction, the Merger Consideration to be received by the holders thereof shall be appropriately adjusted.

(iii) **Certificate Legends**. The shares of Buyer Common Stock to be issued pursuant to §2(g)(1)(A) shall not have been registered and shall therefore be "restricted securities," as that term is defined in Rule 144 promulgated by the SEC under the Securities Act and may be resold without registration under the Securities Act only in certain limited circumstances. Each certificate representing shares of Buyer Common Stock to be paid pursuant to §2(g)(1)(A) shall bear the following legend (and any legends required by state securities laws):

> **THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION WITHOUT AN EXEMPTION UNDER THE SECURITIES ACT OF 1933 AND AN OPINION OF LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.**

(iv) The employee stock options of Seller outstanding at the Effective Time shall be assumed by the Buyer and shall thereafter be exercisable in respect of shares of Buyer Common Stock in accordance with the provisions of the Employee Benefit Plan under which such employee stock options were issued.

(h) ***Exchange of Certificates of Seller Common Stock.***

(i) **Exchange Agent**. The transfer agent of the Buyer at the Effective Time shall act as Exchange Agent ("*Exchange Agent*") in the Merger in respect of the issuance of the shares of Buyer Common Stock to the former holders of Seller Common Stock.

(ii) **Exchange Procedures.** Promptly after the Effective Time, the Surviving Corporation shall cause to be mailed to each holder of record of a certificate or certificates representing the shares of Seller Common Stock that have been converted into the right to receive Buyer Common Stock by virtue of the Merger ("*Certificates*"): (A) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon receipt of the certificates by the Exchange Agent, and shall be in such form and have such other provisions as Buyer may reasonably specify); (B) such other customary documents as may be required pursuant to such instructions; and (C) instructions for use in effecting the surrender of the Certificates representing such securities in exchange for certificates representing shares of Buyer Common Stock. Upon surrender of a Certificate for cancellation to the Exchange Agent, together with such letter of transmittal and other documents, duly completed and validly executed in accordance with the instructions thereto, the holder of such Certificate shall be entitled to receive in exchange therefor (x) the number of whole shares of Buyer Common Stock which such holder is entitled to receive by virtue of the Merger and (y) any dividends or other distributions of the Buyer to which such holder is entitled. Until so surrendered, each outstanding Certificate that prior to the Effective Time represented shares of Seller Common Stock shall be deemed from and after the Effective Time, for all corporate purposes other than the payment of dividends, to evidence the ownership of the number of whole shares of Buyer Common Stock which such holder is so entitled to receive. Buyer may waive compliance with the provisions of this §2(h)(ii) in any particlar case.

(iii) **Distributions With Respect to Unexchanged Shares**. No dividends or other distributions with respect to Buyer Common Stock with a record date after the Effective Time will be paid to the holder of any unsurrendered Certificate representing shares of Seller Common Stock until the holder of record of such Certificate shall surrender such Certificate. Subject to applicable law, following surrender of any such Certificate, there shall be paid to the record holder of the certificates representing such shares, without interest at the time of such surrender, the amount of any such divided or other distributions with a record date after the Effective Time theretofore payable but for the provisions of this §2(h)(iii) with respect to such shares.

(iv) **Transfer of Ownership**. If any certificate for shares Buyer Common Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the Certificate so surrendered shall be properly endorsed, with such guarantee of signature as the Exchange Agent shall require, and otherwise in proper form for transfer and that the Person requesting such exchange shall have paid to Buyer or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of Buyer Common Stock in any name other than that of the registered holder of the Certificate so surrendered, or established to the satisfaction of Buyer or any agent designated by it that such tax has been paid or is not payable.

(v) **Redelivery to Buyer**. Any shares of Buyer Common Stock or dividends or distributions payable to holders of Buyer Common Stock delivered to the Exchange Agent which remain undistributed to the persons entitled thereto one hundred eighty (180) days after the Effective Time shall be delivered to Buyer upon demand, and such persons who have not previously complied with this §2(h) shall thereafter look only to Buyer for payment of their claim thereto.

(vi) **No Liability**. Neither Seller, Buyer, the Surviving Corporation, Merger Sub nor the Exchange Agent shall be liable to any person with respect to any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(i) ***No Further Ownership Rights***. The Merger Consideration delivered upon the surrender for exchange of shares of Seller Common Stock (including any dividends or distributions) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares, and there shall be no further registration of transfers on the records of the Seller of shares of Seller Common Stock which were outstanding immediately prior to the Effective Time. If after the Effective Time, Certificates are presented to the Buyer or its transfer agent for any reason, they shall be cancelled and exchanged as provided in §2(h).

(j) ***Lost, Stolen or Destroyed Certificates***. In the event any Certificate representing Seller Common Stock shall been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificate, upon the making of an affidavit of that fact by the holder thereof, the Merger Consideration (and dividends and distributions) pursuant to §2(g).

(k) ***Exchange of Certificates of Merger Sub Common Stock.*** Seller shall issue to Buyer a certificate representing the number of shares of Seller Common Stock to which Buyer is entitled by virtue of the Merger upon the surrender to Seller of certificates representing all of the shares of the common stock of Merger Sub outstanding at the Effective Time.

§3. *Seller's Representations and Warranties.*

Seller represents and warrants to Buyer and Merger Sub that the statements contained in this §3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §3.

(a) *Organization, Qualification and Power of Seller.* Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. Seller has corporate power to own its properties and to carry on its business as now being conducted and as proposed to be conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect on Seller. Seller has delivered a true and correct copy of its articles of incorporation and by-laws, each as amended to date, to Buyer.

(b) *Authorization of Transaction.* Subject to the approval of Seller's stockholders, Seller has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. Upon the approval of Seller's stockholders, this Agreement shall constitute the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) *Non-contravention.* Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the articles of incorporation or by-laws of Seller, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement, except for (i) filing of articles of merger as provided in §2(b) and (ii) filings, if any, required under Regulation D of the Securities Act of 1933, which if not obtained or made, could not be reasonably expected to have a Material Adverse Effect on Seller and could not be reasonably expected to prevent or materially alter or delay any of the transactions contemplated by this Agreement.

(d) *Brokers' Fees.* Seller has no Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

(e) *Title to Assets.* Seller and the Dominican Entity have good and marketable title to, or a valid leasehold interest in, the properties and assets used by it, located on its premises, or in the case of Seller, shown on the Most Recent Balance Sheet or acquired after the date thereof, free and clear of all Liens, other than Permitted Liens, except for properties and assets disposed of in the Ordinary Course of Business since the date of the Most Recent Balance Sheet.

(f) *Subsidiaries.* Seller now has no subsidiaries, and on the Closing Date will have no subsidiaries, other than the Dominican Entity. Seller does not control directly or indirectly or have any

direct or indirect equity participation in any corporation, partnership, trust, or other business association that is not a Subsidiary of Seller. Seller does not own or have any right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any Person. The Dominican Entity will be a wholly-owned subsidiary of Seller prior to the Closing.

(g) *Financial Statements; Capitalization.* Seller has delivered to Buyer a copy of the federal income tax return of Seller (collectively the "*Seller Financial Statements*"). The Seller Financial Statements (including the notes thereto) present fairly the financial condition of Seller as at December 31, 2009, and the results of operations of Seller for such period, are correct and complete in all material respects, and are consistent with the books and records of Seller (which books and records are correct and complete in all material respects).

The authorized capital stock of Seller consists of 1,000 shares of Seller Common Stock, all of which there were issued and outstanding as of the close of business on the date hereof. All outstanding shares of Seller Common Stock are duly authorized, validly issued, fully paid and non-assessable and are free of any liens or encumbrances other than any liens or encumbrances created by or imposed upon the holders thereof, and are not subject to pre-emptive rights or rights of first refusal created by statute or the articles of incorporation of Seller or any agreement to which Seller is a party or by which it is bound. Except for the rights created pursuant to this Agreement, there are no options, warrants, calls, rights, commitments or agreements of any character to which Seller is a party or by which it is bound, obligating Seller to issue, deliver, sell, repurchase or redeem or cause to be issued, delivered, sold, repurchased or redeemed, any shares of Seller Common Stock.

(h) *Subsequent Events.* Since December 31, 2009, there has not been any Material Adverse Change. Without limiting the generality of the foregoing, since that date:

(i) Neither Seller nor the Dominican Entity has sold, leased, transferred, or assigned any of its assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(ii) Neither Seller nor the Dominican Entity has entered into any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) either involving more than $5,000 or outside the Ordinary Course of Business;

(iii) Neither Seller nor the Dominican Entity has accelerated, terminated, modified, or cancelled any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) involving more than $5,000 to which any of them is a party or by which any of them is bound;

(iv) Neither Seller nor the Dominican Entity has imposed or permitted to exist any Lien upon any of its assets, tangible or intangible other than purchase money Liens on acquired assets granted in connection with their acquisition;

(v) Neither Seller nor the Dominican Entity has made any capital expenditure (or series of related capital expenditures) either involving more than $5,000 or outside the Ordinary Course of Business;

(vi) Neither Seller nor the Dominican Entity has made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related

capital investments, loans, and acquisitions) either involving more than $5,000 or outside the Ordinary Course of Business;

(vii) Neither Seller nor the Dominican Entity has issued any note, bond, or other debt security or created, incurred, assumed, or guaranteed any indebtedness for borrowed money or capitalized lease obligation either involving more than $5,000 singly or $10,000 in the aggregate;

(viii) Neither Seller nor the Dominican Entity has delayed or postponed the payment of accounts payable and other Liabilities outside the Ordinary Course of Business;

(ix) Neither Seller nor the Dominican Entity has cancelled, compromised, waived, or released any right or claim (or series of related rights and claims) either involving more than $5,000 or outside the Ordinary Course of Business;

(x) Neither Seller nor the Dominican Entity has transferred, assigned, or granted any license or sublicense of any rights under or with respect to any Intellectual Property;

(xi) there has been no change made or authorized in articles of incorporation of Seller;

(xii) Seller has not issued, sold, or otherwise disposed of any of its capital stock, or granted any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange, or exercise) any of its capital stock;

(xiii) Seller has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock (whether in cash or in kind) or redeemed, purchased, or otherwise acquired any of its capital stock;

(xiv) Neither Seller nor the Dominican Entity has experienced any damage, destruction, or loss (whether or not covered by insurance) to its property;

(xv) Neither Seller nor the Dominican Entity has made any loan to, or entered into any other transaction with, any of its directors, officers, and employees outside the Ordinary Course of Business;

(xvi) Neither Seller nor the Dominican Entity has entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement;

(xvii) Neither Seller nor the Dominican Entity has granted any increase in the base compensation of any of its directors, officers, and employees outside the Ordinary Course of Business;

(xviii) Neither Seller nor the Dominican Entity has adopted, amended, modified, or terminated any bonus, profit sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, and employees (or taken any such action with respect to any other Employee Benefit Plan);

(xix) Neither Seller nor the Dominican Entity has made any other change in employment terms for any of its directors, officers, and employees outside the Ordinary Course of Business;

(xx) Neither Seller nor the Dominican Entity has made or pledged to make any charitable or other capital contribution outside the Ordinary Course of Business;

(xxi) Neither Seller nor the Dominican Entity has paid any amount to any third party with respect to any Liability (including any costs and expenses Seller has incurred or may incur in connection with this Agreement and the transactions contemplated hereby) that would not be assumed by the Surviving Corporation if in existence as of the Closing;

(xxii) there has not been any other material occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business involving Seller or the Dominican Entity;

(xxiii) Neither Seller nor the Dominican Entity has discharged a material Liability or Lien outside the Ordinary Course of Business;

(xxiv) Neither Seller nor the Dominican Entity has made any loans or advances of money;

(xxv) Seller has not disclosed any Seller Confidential Information as defined in Section 5(e); and

(xxvi) Neither Seller nor the Dominican Entity has committed to any of the foregoing.

(i) *Undisclosed Liabilities.* Seller does not have any Liability, except for (i) Liabilities set forth or accounted for in the Seller Financial Statements, and (ii) Liabilities that have arisen in the Ordinary Course of Business (none of that results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

(j) *Legal Compliance.* Seller (and any predecessor of Seller) and the Dominican Entity have complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and including the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et seq.) of federal, state, local, and foreign governments (and all agencies thereof), and Seller has not received any written notice that any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Seller alleging any failure so to comply.

(k) *Tax Matters.*

(i) Each of Seller and the Dominican Entity have filed all Tax Returns required by it to be filed pursuant to applicable law and all Taxes owed by each of them (whether or not shown or required to be shown on any Tax Return) have been paid. Neither Seller nor the Dominican Entity is currently the beneficiary of any extension of time within which to file any Tax Return. There are no Liens on any of the assets of Seller or the Dominican Entity that arose in connection with any failure (or alleged failure) to pay any Tax.

(ii) Each of Seller and the Dominican Entity has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all forms and statements required with respect thereto have been properly completed and timely filed.

(iii) Neither Seller nor the Dominican Entity has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(iv) The unpaid Taxes of Seller and the Dominican Entity do not exceed $10,000 in the aggregate.

(v) Neither Seller nor the Dominican Entity has any Liability for the Taxes of any Person under any provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

(l) *Real Property*. Neither Seller nor the Dominican Entity owns or leases any material real property.

(m) *Intellectual Property*.

(i) Each of Seller and the Dominican Entity owns or possesses or has the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or permission all Intellectual Property necessary or desirable for the operation of its respective business, as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by each of them immediately prior to the Closing will be directly or indirectly owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing hereunder.

(ii) To the Knowledge of Seller, neither Seller nor the Dominican Entity has Seller interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and none of them has received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that any of them must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of Seller, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of Seller or the Dominican Entity.

(iii) Neither Seller nor the Dominican Entity owns any material Intellectual Property. No patent or registration has been applied for by Seller or the Dominican Entity. Neither Seller nor the Dominican Entity owns any material unregistered trademark, service mark, trade name, corporate name or Internet domain name, computer software item (other than commercially available off-the-shelf software purchased or licensed for less than a total cost of $5,000 in the aggregate) and each material unregistered copyright used by Seller or the Dominican Entity in connection with its business.

(iv) Seller and the Dominican Entity use no material Intellectual Property that any third party owns.

(v) To the Knowledge of Seller (A) neither Seller nor the Dominican Entity has in the past nor will interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of its business as presently conducted; and (B) no notices regarding any of the foregoing (including, without limitation, any demands or offers to license any Intellectual Property from any third party) have been received.

(vi) Seller and the Dominican Entity has taken all necessary and desirable actions to maintain and protect all of the Intellectual Property of each of them and will continue to maintain and protect all of such Intellectual Property prior to Closing so as not to materially adversely affect the validity or enforceability thereof. To the Knowledge of Seller, the owners of any of the Intellectual Property licensed to Seller or the Dominican Entity have taken all necessary and desirable actions to maintain and protect the Intellectual Property covered by such license.

(vii) Seller and the Dominican Entity have complied in all material respects with and is presently in compliance in all material respects with all foreign, federal, state, local, governmental (including, but not limited to, the Federal Trade Commission and State Attorneys General), administrative or regulatory laws, regulations, guidelines and rules applicable to any Intellectual Property and each of them shall take all steps necessary to ensure such compliance until Closing.

(n) *Tangible Assets.* Except for office space previously disclosed to Buyer, neither Seller nor the Dominican Entity owns or leases any buildings, machinery, equipment, and other tangible assets.

(o) *Inventory.* Neither Seller nor the Dominican Entity possesses any inventory.

(p) *Contracts.* Neither Seller nor the Dominican Entity is a party to any material contracts.

(q) *Notes and Accounts Receivable.* Seller has no notes and accounts receivable.

(r) *Powers of Attorney.* There are no outstanding powers of attorney executed on behalf of Seller or the Dominican Entity.

(s) *Insurance.* Neither Seller nor the Dominican Entity holds any insurance policy (including policies providing property, casualty, liability, and workers' compensation coverage and bond and surety arrangements).

(t) *Litigation.* Neither Seller nor the Dominican Entity is a party to actions, suits, proceedings, hearings, and investigations.

(u) *Product Warranty.* Neither Seller nor the Dominican Entity has given any product warranty and no such warranty is imposed on it by law.

(v) *Product Liability.* To Seller's Knowledge, neither Seller nor the Dominican Entity has any Liability arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by Seller or the Dominican Entity.

(w) *Employees.* Neither Seller nor the Dominican Entity has any employees, except, in the case of Seller, its president.

(x) *Employee Benefits.* Neither Seller nor the Dominican Entity is it a party to any Employee Benefit Plan.

(y) *Guaranties.* Neither Seller nor the Dominican Entity is a guarantor or otherwise is liable for any Liability (including indebtedness) of any other Person.

(z) *Environmental, Health, and Safety Matters*. The businesses of Seller and the Dominican Entity, as presently conducted, requires no permits, licenses and other authorizations relating to Environmental, Health, and Safety Requirements

(aa) *Disclosure*. The representations and warranties contained in this §3 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this §3 not misleading.

(bb) *Investment*. Seller understands that the shares of Buyer Common Stock to be issued in the Merger to the Seller's sole stockholder have not been, and will not be, registered under the Securities Act, or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering. To Seller's Knowledge, the Seller's sole stockholder (i) is acquiring the shares of Buyer Common Stock solely for his own account for investment purposes, and not with a view to the distribution thereof, (ii) is a sophisticated investor with knowledge and experience in business and financial matters, (iii) has received certain information concerning Buyer and has had the opportunity to obtain additional information as desired in order to evaluate the merits and the risks inherent in holding the shares of Buyer Common Stock, (iv) is able to bear the economic risk and lack of liquidity inherent in holding the shares of Buyer Common Stock, and (v) is an Accredited Investor.

(cc) *Continuity of Business Enterprise*. Seller operates at least one significant historic business line, or owns at least a significant portion of its historic as business assets, in each case within the meaning of Code Reg. 1.368-1(d).

4. ***Representations and Warranties of Buyer and Merger Sub.***

Buyer and Merger Sub represent and warrant to Seller that the statements contained in this §4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §4), except as set forth in the disclosure schedule prepared by Seller accompanying this Agreement and initialed by the Parties (the "*Buyer's Disclosure Schedule*"). The Buyer's Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this §4.

(a) *Organization of Buyer and Merger Sub*. Each of Buyer and Merger Sub is a corporation duly organized under the laws of the States of Georgia and Florida, respectively, and on the Closing Date, each of them will be, validly existing, and in good standing under the laws of their respective jurisdictions of incorporation. Each of Buyer and Merger Sub has corporate power to own its properties and to carry on its business as now being conducted and as proposed to be conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect on Buyer. Each of Buyer and Merger Sub has delivered a true and correct copy of its Articles of Incorporation and By-laws, each as amended to date, to Seller. Neither Buyer nor Merger Sub is in violation of any of the provisions of its corporate charter or by-laws.

(b) *Authorization of Transaction*. Each of Buyer and Merger Sub has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and, Merger Sub has, and, upon the amendment of its articles of incorporation in satisfaction of the condition set forth in §7(b)(xi), Buyer will have, full power and authority

(including full corporate or other entity power and authority) to perform their respective obligations hereunder. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby on the part of Merger Sub is, and upon such amendment will be on the part of Buyer, duly authorized and this Agreement and all such other agreements will constitute the valid and legally binding obligations of Buyer and Merger Sub, enforceable against each of them in accordance with their respective terms.

(c) *Non-contravention.* Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer or Merger Sub is subject, or any provision of their respective articles of incorporation, by-laws, or other governing documents (subject, in the case of Buyer to the amendment of its articles of incorporation in satisfaction of the condition set forth in §7(b)(xi), or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer or Merger Sub is a party or by which either of them is bound or to which any of their respective assets are subject, except in the case of each of clauses (i) and (ii), such as could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect. Neither Buyer nor Merger Sub is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in §2 above), other than (i) in the case of Merger Sub, the filing of articles of merger, together with any required officers' certificates as provided in §2; (ii) any filings required any filings required by state securities laws, (iii) the filing by Buyer, if required, of a Notice of a Sale of Securities on Form D with the SEC under Regulation D of the Securities Act, (iv) those that have been made or obtained prior to or contemporaneously with the date of this Agreement, (v) the approval of Buyer's stockholders for Buyer to amend its Articles of Incorporation in order to satisfy the condition set forth in §7(b)(xi) hereof.

(d) *Capitalization.* Buyer is authorized to issue 50,000,000 shares of Buyer Common Stock, without par value, and 10,000,000 shares of preferred stock, without par value. As of the date hereof there are, and immediately prior to the Closing, there will be, 33,765,284 shares of Buyer Common Stock and no shares of such preferred stock issued and outstanding. No securities of Buyer are entitled to preemptive or similar rights, and no entity or person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement unless any such rights have been waived. Except as disclosed in the SEC Reports (as hereinafter defined), or set forth in this Agreement, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any entity or person any right to subscribe for or acquire, any shares of Buyer Common Stock or such preferred stock, or contracts, commitments, understandings or arrangements by which Buyer is or may become bound to issue additional shares of Buyer Common Stock or shares of such preferred stock or securities or rights convertible or exchangeable into shares of Buyer Common Stock or shares of such preferred stock.

Merger Sub is authorized to issue 1,000 shares of common stock, without par value, of Merger Sub ("*Merger Sub Common Stock*"). As of the date hereof there are, and immediately prior to the

Closing, there will be,, all of such shares issued and outstanding. Merger Sub has no other class of securities authorized, issued or outstanding. No securities of Merger Sub are entitled to preemptive or similar rights, and no entity or person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement unless any such rights have been waived. There are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any entity or person any right to subscribe for or acquire, any shares of Merger Sub Common Stock, or contracts, commitments, understandings or arrangements by which Merger Sub is or may become bound to issue additional shares of Merger Sub Common Stock, or securities or rights convertible or exchangeable into shares of Merger Sub Common Stock.

(e) *SEC Reports*. Buyer filed all reports, schedules, forms, statements and other documents with the SEC (collectively, and in each case including all exhibits and schedules thereto and documents incorporated by reference therein, the "*SEC Reports*") required to be filed by Buyer under the Securities Act and the Exchange Act, including, without limitation, pursuant to Section 13(a) or 15(d) of the Exchange Act, for all periods from January 1, 2006 and ending June 30, 2009, on a timely basis or timely filed a valid extension of such time of filing and filed any such SEC Reports for all such periods prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of Buyer included in the SEC Reports complied in all respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements were prepared in accordance with generally accepted accounting principles in the United States applied on a consistent basis during the periods involved ("*GAAP*"), except as may be otherwise specified in such financial statements or the notes thereto, and fairly present in all material respects the financial position of Buyer at the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(f) *Litigation*. Except as disclosed in the SEC Reports, there is no pending or, to the best knowledge of Buyer, threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over Buyer, or any of its Affiliates that would affect the execution by Buyer or the performance by Buyer of its obligations under this Agreement, and all other agreements entered into by Buyer relating hereto. Except as disclosed in the SEC Reports or in §4(f) of Buyer's Disclosure Schedule, there is no pending or, to the best knowledge of Buyer, threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over Buyer, or any of its Affiliates which litigation if adversely determined could have a Material Adverse Effect on Buyer.

(g) *No Undisclosed Liabilities*. Buyer has no liabilities or obligations which are material, individually or in the aggregate, which are not disclosed in the SEC Reports, other than those incurred in the Ordinary Course of Business of Buyer since June 30, 2009, or disclosed in §4(g) of Buyer's Disclosure Schedule, which, individually or in the aggregate, would reasonably be expected to have a

Material Adverse Effect on Buyer.

(h) *No Undisclosed Events or Circumstances.* From June 30, 2009, to and including April 17, 2010, no event or circumstance occurred with respect to Buyer or its businesses, properties, operations or financial condition, that, under applicable law, rule or regulation, requires public disclosure or announcement prior to the date hereof by Buyer but which has not been so publicly announced or disclosed in the SEC Reports.

(i) *Brokers' Fees.* Buyer has no Liability to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

(j) *Continuity of Business Enterprise.* It is the present intention of Buyer to continue at least one significant historic business line of Seller, or at least use a significant portion of Seller's historic business assets in a business assets in a business, in each case within the meaning of Code Reg. 1.368-1(d).

(k) *No Shell Company.* Buyer is not and has never been a "shell company" within the meaning of that term, as defined in Rule 405 promulgated by the SEC under the Securities Act.

(l) *Number of Record Stockholders.* At all times since April 1, 2010, the number of holders of record of Buyer Common Stock has been less than 500 persons and the total assets of Buyer the issuer have not exceeded $10,000,000 on the last day of each of the Buyer's three most recent fiscal years.

(m) *Subsequent Events.* Since June 30, 2009, there has not been any Material Adverse Change. Without limiting the generality of the foregoing and except as set forth §4(m) of the Buyer's Disclosure Schedule, since that date:

(i) Buyer has not sold, leased, transferred, or assigned any of its assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(ii) Buyer has not entered into any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) either involving more than $5,000 or outside the Ordinary Course of Business;

(iii) Buyer has not accelerated, terminated, modified, or cancelled any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) involving more than $5,000 to which it is a party or by which it is bound;

(iv) Buyer has not imposed or permitted to exist any Lien upon any of its assets, tangible or intangible other than purchase money Liens given in connection with the acquisition of assets;

(v) Buyer has not made any capital expenditure (or series of related capital expenditures) either involving more than $5,000 or outside the Ordinary Course of Business;

(vi) Except for its acquisition of all of the authorized shares of Merger Sub, Buyer has not made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions) either involving more than $5,000 or outside the Ordinary Course of Business;

(vii) Buyer has not issued any note, bond, or other debt security or created, incurred, assumed, or guaranteed any indebtedness for borrowed money or capitalized lease obligation either involving more than $5,000 singly or $10,000 in the aggregate;

(viii) Buyer has not delayed or postponed the payment of accounts payable and other Liabilities outside the Ordinary Course of Business;

(ix) Buyer has not transferred, assigned, or granted any license or sublicense of any rights under or with respect to any Intellectual Property;

(x) there has been no change made or authorized in articles of incorporation of Buyer, except in satisfaction of the condition set forth in §7(b)(xi);

(xi) Buyer has not issued, sold, or otherwise disposed of any of its capital stock, or granted any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange, or exercise) any of its capital stock, except for not more than 3,000,000 shares issued to its officers in partial payment for unpaid salary;

(xii) Buyer has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock (whether in cash or in kind) or redeemed, purchased, or otherwise acquired any of its capital stock;

(xiii) Buyer has not experienced any damage, destruction, or loss (whether or not covered by insurance) to its property;

(xiv) Except as set forth in §(xi), above, Buyer has not made any loan to, or entered into any other transaction with, any of its directors, officers, and employees outside the Ordinary Course of Business;

(xv) Buyer has not entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement;

(xvi) Buyer has not granted any increase in the base compensation of any of its directors, officers, and employees outside the Ordinary Course of Business;

(xvii) Buyer has not adopted, amended, modified, or terminated any bonus, profit sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, and employees (or taken any such action with respect to any other Employee Benefit Plan);

(xviii) Buyer has not made any other change in employment terms for any of its directors, officers, and employees outside the Ordinary Course of Business;

(xix) Buyer has not made any charitable or other capital contribution outside the Ordinary Course of Business;

(xx) Buyer has not paid any amount to any third party with respect to any Liability (including any costs and expenses Buyer has incurred or may incur in connection with this Agreement and the transactions contemplated hereby) that would not be assumed by the Surviving Corporation if in existence as of the Closing;

(xxi) there has not been any other material occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business involving Buyer;

(xxii) Buyer has not discharged a material Liability or Lien outside the Ordinary Course of Business;

(xxiii) Buyer has not made any loans or advances of money; and

(xxv) Buyer has not committed to any of the foregoing.

(n) *Disclosure*. The representations and warranties contained in this §4 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this §4 not misleading. The disclosures contained in the SEC Reports do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in the Reports not misleading.

(o) *Interim Operations of Merger Sub.* Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities, and has conducted its operations only as contemplated by this Agreement.

(p) *Subsidiaries, Rights of Participation and Rights to Acquire.* Merger Sub is the wholly owned subsidiary of Buyer and has no subsidiaries. Except for Merger Sub, Buyer has no subsidiaries. Buyer does not control directly or indirectly or have any direct or indirect equity participation in any corporation, partnership, trust, or other business association that is not a Subsidiary of Buyer. Buyer does not own or have any right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any Person other than under this Agreement.

(q) *Employment Agreements.* Buyer has no employment agreements with any person.

5. ***Pre-Closing Covenants.***

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

(a) ***General***. Each of the Parties will use its reasonable best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in §7 below) as promptly as possible.

(b) ***Notices and Consents***. Each of the Parties will give any notices to, make any filings with, and use its commercially reasonable efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in §3(c) and §4(c), above.

(c) ***Operation of Business***. Neither Party will engage in any practice, take any action, or enter into any transaction involving an aggregate consideration of greater than $5,000 and outside the Ordinary Course of Business, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Without limiting the generality of the foregoing, neither Party will (i) declare, set aside, or pay any dividend or make any distribution with respect to its capital stock, or (ii) engage in any practice, take any action, or enter into any transaction of the sort described in §3(h) without the prior consent of the other Party. During the period between execution of this Agreement and the Closing Date, neither Seller nor Buyer shall enter into any extraordinary contract or agreement or increase any employee's cash compensation without the prior written consent of the other Party.

(d) ***Preservation of Business***. Seller will keep its business and properties substantially intact, including its present operations, physical facilities, working conditions, insurance policies, and relationships with lessors, licensors, suppliers, customers, and employees.

(e) ***Full Access; Confidentiality; Right to Interview***. Seller will permit representatives of Buyer (including legal counsel and accountants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of Seller, to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of or pertaining to Seller. Any materials and information provided to Buyer by Seller shall be deemed confidential and proprietary ("*Seller Confidential Information*"). Buyer shall not disclose any Seller Confidential Information except to its officers, employees and advisors specifically retained by Buyer in connection with the transactions contemplated by this Agreement. All information provided to Buyer by Seller shall, to Seller's Knowledge, be accurate and shall not be false or misleading.

Buyer will permit representatives of Seller (including legal counsel and accountants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of Buyer, to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of or pertaining to Buyer. Any materials and information provided to Seller by Buyer that are not included in Buyer's SEC Reports or other publicly available information shall be deemed confidential and proprietary ("*Buyer Confidential Information*"). Seller shall not disclose any Buyer Confidential Information except to its officers, employees and advisors specifically retained by Seller in connection with the transactions contemplated by this Agreement. All information provided to Seller by Buyer shall, to Buyer's knowledge, be accurate and shall not be false or misleading.

Each Party shall have the right to interview the other Party's employees, and each Party agrees to use its reasonable discretion with respect to any such interview.

(f) ***Notice of Developments***. Each Party will give prompt written notice to the other Party of any material adverse development causing a breach of any of its own representations and warranties in §3 and §4 above. No disclosure by either Party pursuant to this §5(f), however, shall be deemed to amend or supplement the Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant to the extent that such information was known to, or should have been known by, the disclosing Party as of the date of execution of this Agreement.

(g) ***Exclusivity***. Until the earlier of July 31, 2010, or the date on which this Agreement is terminated pursuant to §8 hereof, without the prior written consent of Buyer, Seller will not, directly or indirectly through any officer, director agent, representative or otherwise, take any action to (i) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of any capital stock or other voting securities, or any substantial portion of the assets, of Seller (including any acquisition structured as a merger, consolidation, or share exchange), or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. Seller will notify Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing. Notwithstanding the foregoing, Seller shall be permitted to enter into strategic or teaming agreements or government contracts. The provisions of the previous two sentences shall apply to Buyer, *mutatis mutandis*, except to the extent that fiduciary obligations require otherwise.

(h) ***Leases***. Buyer shall not amend, modify, extend, renew or terminate any Lease, nor shall it enter into any new lease, sublease, license or other agreement for the use or occupancy of any Real Property, without the prior written consent of Seller.

(i) ***Stockholder Approval***. Each of the Parties shall, as promptly as practicable, (i) call for a special meeting of its stockholders, at the earliest practicable time, at which such Party will submit to its stockholders for approval the Merger and the Articles of Merger or (ii) obtain consents thereto of the requisite number of its stockholders, in each case in the manner required by law and its organizational instruments,.

(j) ***Prohibition in Trading Buyer Common Stock***. From the date hereof until the earlier of the Closing Date or the termination of this Agreement, neither Seller nor any Affiliate of Seller shall, directly or indirectly, purchase or sell (including short sales) any shares of Buyer Common Stock.

(k) ***Investor Representation***. The Parties acknowledge and agree that the shares of Buyer Common Stock issuable to Seller's sole stockholder pursuant to Section 2(g)(i)(A) shall constitute "restricted securities" under the Securities Act. The certificates representing Buyer Common Stock issued as a result of the Merger shall bear the legend set forth in §2(g)(iii). By virtue of his execution of this Agreement on behalf of Seller, Val Kazia personally represents and warrants to Buyer that he is an Accredited Investor, as that term is defined in Rule 501(a) under the Securities Act.

(l) ***Blue Sky Laws***. Buyer shall take such steps as may be necessary to comply with the securities and blue sky laws of all jurisdictions applicable to the issuance of Buyer Common Stock in connection with this agreement and the transactions contemplated hereby. Seller shall use its commercially reasonable efforts to assist Buyer to comply with the securities and blue sky laws of all jurisdictions applicable to the issuance of Buyer Common Stock in connection with this Agreement and the transactions contemplated hereby.

6. ***Post-Closing Covenants.***

(a) ***Sole Director of Buyer and the Surviving Corporation.*** The sole director of Buyer after the Closing shall be Val Kazia. Proper proceedings shall be conducted immediately after the Closing for his election as such. Val Kazia shall continue as the sole director of the Surviving Corporation.

(b) ***Limitation on Conversion of Indebtedness.*** For one year after the Closing Date, Buyer shall not, without the consent of Skyline, convert any of its obligations or indebtedness which is not convertible by its terms into Buyer Common Stock, other than (i) the portion of the Convertible Debt transferred by Michael R. Sellars to Skyline and certain other persons, in satisfaction of the condition set forth in §7(b)(xii), and (ii) indebtedness for unpaid salary into equity securities of Buyer. This provision is for the benefit of Skyline.

(c) ***Further Action.*** If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Seller, the officers and directors of the Surviving Corporation are fully authorized in the name of each of the Parties to take, and shall take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

7. ***Conditions to Obligation to Close.***

(a) ***Conditions to Obligations of Buyer***. Buyer's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in §3 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date;

(ii) Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Seller shall have performed and complied with all of such covenants (as so written, including the term "material" or "Material") in all respects through the Closing;

(iii) Seller shall have procured all of the consents required on its part to be obtained pursuant to §5(b), above;

(iv) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) adversely affect the right of Buyer to own the Acquired Assets or to operate the former business of Seller in any material respect (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(v) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified in §7(a)(i)-(iv) and §7(a) (x) have been satisfied in all material respects;

(vi) all actions to be taken by Seller in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to Buyer;

(vii) Seller shall have delivered to Buyer copies of the Articles of Incorporation of Seller, certified on or soon before the Closing Date by the Secretary of Seller;

(viii) Seller shall have delivered to Buyer evidence satisfactory to it of Seller's good standing in the State of Florida;

(ix) Seller shall have delivered to Buyer a certificate of the secretary or an assistant secretary of Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, as to: (i) the Articles of Incorporation of Seller, (ii) no amendments to the Articles of Incorporation of Seller since April 1, 2010; (iii) the by-laws of Seller; (iv) the resolutions of the board of directors of Seller authorizing the execution, delivery, and performance of this

Agreement and the transactions contemplated hereby; and (v) incumbency and signatures of the officers of such Seller executing this Agreement or any other agreement contemplated by this Agreement; and (x) this Agreement and the Merger have received the requisite approval of the holders the issued and outstanding shares of capital stock of Seller entitled to vote hereon.

(x) The Seller shall hold at least 94 of the 100 outstanding shares in the Dominican Entity.

Buyer may waive any condition specified in this §7(a) on its own behalf or on behalf of Merger Sub if it executes a writing so stating at or prior to the Closing.

(b) ***Conditions to Seller's Obligation***. The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in §4 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects at and as of the Closing Date;

(ii) Buyer and Merger Sub shall have performed and complied with all of their respective covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Buyer and Merger Sub shall have performed and complied with all of such covenants (as so written, including the term "material" or "Material") in all respects through the Closing;

(iii) Buyer shall have procured all of the consents required on its part to be obtained pursuant to §5(b), above;

(iv) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(v) Buyer and Merger Sub shall have delivered to Seller a certificate to the effect that each of the conditions specified above in §7(b)(i)-(iv), inclusive, §7(b)(vii), §7(b)(x), §7(b)(xi), and §7(b)(xiii) have been satisfied in all respects;

(vi) all actions to be taken by Buyer and Merger Sub in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to Seller;

(vii) This Agreement and the Merger have received the approval of the requisite number of the issued and outstanding shares of capital stock of Buyer and Merger Sub entitled to vote thereon or to consent thereto, including the approval of any class thereof entitled to vote or consent as a class;

(viii) All of the officers and directors of Buyer and Merger Sub shall have submitted their resignations, effective upon the Closing, and any employment agreements between Buyer and its officers shall have been terminated as of the Closing without severance pay or liability of the Buyer or Merger Sub to such officers;

(ix) Scott Conley, the President of Buyer, shall have delivered to the Seller and to each of the persons who are acquiring the Convertible Debt as Purchasers, as defined in and pursuant to the Note Purchase Agreement and converting all or a portion of it into shares of Buyer Common Stock an instrument signed by him personally, (A) confirming that the representations and warranties of the Buyer made in §4 hereof were true and correct when made and are true and correct on the Closing Date of the Merger and (B) acknowledging that the Seller is consummating the Merger and that the purchasers of the Convertible Debt are so acquiring it and converting the Second Convertible Note into Buyer Common Stock in reliance on such confirmation;

(x) Buyer shall have terminated the registration of Buyer Common Stock under Section 12 of the Exchange Act.

(xi) After the satisfaction of the condition set forth in §(x), above, the articles of incorporation of Buyer shall have been amended to provide for the authorization of 1,500,000,000 shares of Buyer Common Stock.

(xii) The present holder of the Convertible Debt, Michael R. Sellars, shall have agreed to sell the Convertible Debt to Skyline and certain other persons for an aggregate price not to exceed the principal amount of the Convertible Debt so sold on terms satisfactory to Skyline.

(xiii) The board of directors of Buyer shall have adopted resolutions and Buyer shall have executed and delivered instruments, each in form and substance reasonably satisfactory to Skyline, pursuant to which (A) the conversion price set forth in the Second Convertible Note shall have been adjusted, such that the Second Convertible Note shall be convertible into 460,000,000 shares of Buyer Common Stock, effective upon the consummation of the Merger and solely in consideration of the surrender to Buyer for cancellation of the First Convertible Note; (B) Skyline and each of the aforesaid designees may convert the portions of the indebtedness evidenced by the Second Convertible Note as a whole or in part at any time or from time to time as each of them severally may specify as to the respective interests in the Convertible Debt respectively held by them and (D) Buyer shall reserve 460,000,000 shares of Buyer Common Stock for issuance upon such conversion.

(xiv) Buyer shall have delivered to Seller evidence satisfactory to it of Buyer's good standing in the State of Georgia;

(xv) Buyer shall have delivered to Seller a certificate of the secretary or an assistant secretary of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Seller, as to: (i) no amendments to the Articles of Incorporation (or other formation) of Buyer

since April 1, 2010, except for the amendment made in in satisfaction of the condition set forth in clause (xi) above; (ii) the by-laws of Buyer; (iii) the resolutions of the board of directors of Buyer authorizing the execution, delivery, and performance of this Agreement and the transactions contemplated hereby; and (iv) incumbency and signatures of the officers of such Buyer executing this Agreement or any other agreement contemplated by this Agreement

Seller may waive any condition specified in this §7(b) if it executes a writing so stating at or prior to the Closing, *provided, however, that* waiver of a condition set forth in clause (ix), (xii) or (xiii), above, shall also require the consent of Skyline.

8. ***Termination.***

(a) ***Termination of Agreement***. This Agreement may be terminated at any time prior to the Closing Date as provided below:

(i) Buyer or Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(ii) Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing (A) in the event Seller has breached any material representation, warranty, covenant or agreement contained in this Agreement, Buyer has notified Seller of the breach, and the breach has continued without cure for a period of 30 days after the written notice of breach or (B) if the Closing shall not have occurred on or before June 30, 2010, by reason of the failure of any condition precedent under §7(a) hereof (unless the failure results primarily from Buyer itself breaching any representation, warranty, covenant or agreement contained in this Agreement);

(iii) Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing (A) in the event that Buyer has breached any material representation, warranty, covenant or agreement contained in this Agreement in any material respect, Seller has notified Buyer of the breach, and the breach has continued without cure for a period of 30 days after the written notice of breach, (B) if the Closing shall not have occurred on or before June 30, 2010, by reason of the failure of any condition precedent under §7(b) hereof (unless the failure results primarily from Seller itself breaching any representation, warranty, covenant or agreement contained in this Agreement); and

(iv) Either Party may terminate this Agreement in the event that this Agreement and the Merger fail to receive the requisite approval of its stockholders by giving written notice to the other Party of such failure.

(b) ***Effect of Termination***. If either Party terminates this Agreement pursuant to §8(a) above, all rights and obligations of the Parties hereunder shall terminate without any Liability of either Party to the other Party (except for any Liability of a Party then in breach), except that the provisions of §5(e) with respect to Buyer Confidential Information and Seller Confidential Information and §10 shall remain in full force and effect and survive any termination of this Agreement.

9. ***Survival of Representations and Warranties; No Indemnification.***

All of the representations and warranties of the Parties contained in this Agreement, and any certificate delivered at the Closing by Seller or Buyer shall be deemed to have been relied upon notwithstanding any investigation heretofore or hereafter made or omitted by either Party hereto. None

of the representations and warranties of the Parties contained in this Agreement shall survive the Closing after the Effective Time.

No Party shall have any rights of indemnification with respect to the other Party.

10. ***Miscellaneous.***

(a) ***Press Releases and Public Announcements***. Unless otherwise permitted by this Agreement, Buyer and Seller shall consult with each other before issuing any press release or otherwise making any public statement or making any other public (or nonconfidential) disclosure (whether or not in response to an inquiry) regarding the terms of this Agreement and the transactions contemplated hereby. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; *provided, however*, that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

(b) ***No Third-Party Beneficiaries***. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns; *provided, however*, that the provisions hereinabove concerning certain requirements for a tax-free reorganization are intended for the benefit of Seller's stockholders, Buyer's stockholders and Buyer; *and provided further*, that the provisions of §6(b) are intended for the several benefit of the persons who acquire the Convertible Debt from Michael R. Sellars, any of whom may enforce such provisions.

(c) ***Entire Agreement***. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) ***Successors and Assigns***. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(e) ***Counterparts***. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(f) ***Headings***. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) ***Notices***. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1 business day after being sent to the recipient by electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller:

1093 A1A Beach Road
St. Augustine, FL 32080

E-Mail: earthcom77@yahoo.com

If to Buyer or Merger Sub:

4898 S. Old Peachtree Rd., Ste. 150
Norcross, GA 30071

E-Mail: scottconley@relyfi.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) ***Governing Law***. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

(i) ***Amendments and Waivers***. The Parties may mutually amend any provision of this agreement at any time prior to the Effective Time with the prior authorization of their respective boards of directors; provided, however, that any amendment effected subsequent to stockholder approval will be subject to any restrictions set forth in applicable law. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer, Seller and Merger Sub. No waiver by either Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

(j) ***Severability***. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) ***Expenses***. Each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, except as otherwise provided in this Agreement.

(l) ***Construction***. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. Nothing in the Disclosure Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing

(or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself).

(m) ***Incorporation of Exhibits and Schedules***. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(n) ***Specific Performance***. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached, so that a Party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which such Party may be entitled, at law or in equity.

(o) ***Submission to Jurisdiction***. Each of the Parties submits to the jurisdiction of the courts of the State of Florida, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

O2 SECURE WIRELESS, INC.

By: _____
Scott Conley
President

EARTHCOM SERVICE INC.

By: _____
Val Kazia
President

OXYGEN ACQUISITION CORPORATION

By: _____
Scott Conley
President