

PD07000041205

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(City/State/Zip/Phone #)

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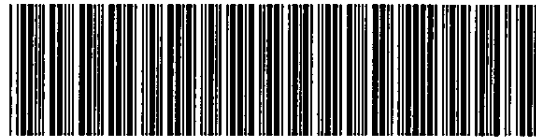
(Document Number)

Certified Copies _____

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Office Use Only



000101728150

05/08/07--01004--021 **35.00

06/29/07--01038--001 **35.00

EFFECTIVE DATE
8-15-07

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

07 JUN 29, AM 10:59

FILED

Menger

SG

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: JMCP Acquisitions Corp.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Frank Love

(Contact Person)

JMCP Acquisitions Corp

(Firm/Company)

314 E. Avenue B

(Address)

Killeen, Texas 76543

(City/State and Zip Code)

RECEIVED
07 JUN 28 AM 8:00
DIVISION OF CORPORATIONS

For further information concerning this matter, please call:

Frank Love

(Name of Contact Person)

At (254) 458-0473

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 15, 2007

FRANK LOVE
JMCP ACQUISITIONS CORP.
314 E. AVENUE B
KILLEEN, TX 76543

SUBJECT: JMCP ACQUISITIONS CORP
Ref. Number: P07000041205

We have received your document for JMCP ACQUISITIONS CORP and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Please note the attached Merger was filed under the wrong Florida Statutes. The correct forms are enclosed.

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

If you have any questions concerning the filing of your document, please call (850) 245-6908.

Sylvia Gilbert
Document Specialist

Letter Number: 807A00033871

ARTICLES OF MERGER
(Profit Corporations)

EFFECTIVE DATE
8-15-07

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
JMCP Acquisitions Corp.	Florida	P07000041205

FILED
07 JUN 29 AM 10:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Wales Holding Corporation	Florida	P01000049929
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

OR 08 / 15 / 2007 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on May 15, 2007 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on May 15, 2007 and shareholder approval was not required.

(Attach additional sheets if necessary)

NINTH: Signature(s) for Each Party:

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Certified Copy (optional): \$30.00

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
JMCP Acquisitions Corp	Florida

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
Wales Holding Corporation	Florida

Third: The terms and conditions of the merger are as follows:

Exhibit A is the terms and conditions of the merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Exhibit B is the entire manner and basis of converting shares

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

James Monroe Capital Corporation

314 E Avenue B, Killeen, TX 76543
254-458-0473

Wales Holding Corporation
1002 Quentin Road, Suite 3008
Brooklyn, NY 11223

Att: Mr. Joseph Mitrani, President
Mr. Robert Matalon, Vice President and Secretary

Re: **Letter of Intent to Acquire Wales Holding Corporation**

LETTER OF INTENT

Dear Sirs:

The purpose of this letter is to set forth the terms and conditions by which James Monroe Capital Corporation (JMCP) will acquire all of the issued and outstanding shares of common stock of Wales Holding Corporation (Wales) pursuant to either a share for share exchange agreement or statutory merger as may be determined in the best interests of the parties by their respective counsels and advisors. In consideration for the receipt of all of the issued and outstanding shares of common stock of Wales, the Wales shareholders will be issued such number of shares of JMCP so that immediately following closing, said shareholders will own approximately 49.9% of the then issued and outstanding common stock of JMCP computed on a fully diluted basis.

When executed by all parties, this Letter of Intent will constitute a mutually binding agreement of the parties subject to the execution of the definitive agreements called for in this Letter of Intent and satisfactory completion of the due diligence which shall be completed no later than ten days following delivery of all requested due diligence material by JMCP but in no event later than March 31, 2007 unless extended by the mutual consent of the parties.

By executing this Agreement, the parties represent that the signatory hereto has the valid corporate authority to execute this Agreement. The parties agree to keep confidential the terms and conditions of this Letter of Intent. Sellers may not discuss any sale of the Company's common stock or assets to any third party while this Letter of Intent remains binding and in full force and effect.

Closing of this transaction shall take place on or about March 31, 2007 subject to compliance with all conditions precedent and notice requirements or such earlier date as may be agreed upon between the parties.

1. **The Merger Transaction.** At the closing (the "Closing"), subject to the satisfaction of all conditions precedent contained in the Merger Agreement, JMCP shall either acquire all of the issued and outstanding shares of common stock of Wales, or Wales will merge into JMCP with JMCP becoming the surviving entity. The form and structure of the transaction to be determined on the advice of counsel of both parties.
2. **Additional terms and conditions.** The terms of the proposed stock purchase will be further negotiated and memorialized in a definitive stock exchange agreement to be executed between the parties (the "Agreement"), which will contain the usual representations and warranties, specific obligations of the parties pending the Closing and conditions precedent to Closing, including but not limited to the following:
 - (a) Approval of the Agreement by the Board of Directors of both Parties and all necessary corporate action to perform the obligations under the Agreement will have been duly and properly undertaken by both parties.
 - (b) Wales shall be permitted to make a full and complete investigation of the business, properties, financial statements and books and records of JMCP. All parties to supply the other with requested due diligence material.
 - (c) During the period prior to the Closing, all parties will operate in the ordinary course of business, making no major purchases or sales of equipment, and Wales will use its best efforts to preserve its business and its relationships with its employees, customers, distributors, manufacturers and suppliers.
 - (d) There is no material litigation threatened or pending which may impair the value of either party's assets and their associated trademarks and trade names, if any, and their ability to continue as an ongoing business.
 - (e) JMCP shall provide Wales with copies of any pending or recent SEC investigations (within the last three years).
 - (f) \$50,000 of Wales' debt to be exchanged for 28,272,876 JMCP Preferred shares currently held in escrow.
 - (g) JMCP will assume the remaining \$500,000 debt of WD Gold (the "Project"). The interest in the project is valued at \$4.58 million USD (four million five hundred and eighty thousand dollars). Nine (9.0) million shares of ONYIOB will be used

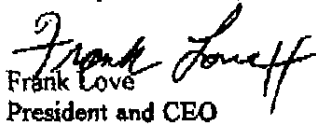
as collateral against the Project debt. It is expected that the ONYLOB shares will be liquidated to reduce the Project debt.

- (h) JMCP will have 180 days to provide evidence of capability to fund the Project. Failure will result in the Project reverting to holders of Project debt. Outstanding funding obligation is approximately \$ 1,350,000.
- (i) JMCP will provide a legal letter of opinion regarding the immediate removal of the restrictive legend from select shares issued. List is to be provided by Wales.
- 4. **Standstill Period.** JMCP agrees that until the Closing Date, or upon prior written approval from Wales, JMCP will refrain from negotiating or entering into an agreement with respect to the purchase of JMCP or its business with any other party. In the event the parties have not executed a satisfactory definitive agreement hereto within such Standstill Period, neither party will have any obligations hereunder.
- 5. **Confidentiality.** The parties hereto agree to hold the terms and conditions hereof as well as the existence of this Letter of Intent, as well as all information obtained in due diligence with respect to JMCP and the proposed business transaction, in strict confidence, and to make no disclosure with respect to the subject hereof, publicly or privately, other than as (i) jointly agreed by the parties in writing; (ii) as necessary to persons involved with the evaluation of the proposed transaction; (iii) or as otherwise required by applicable law and regulations.
- 6. **Superseding Documentation.** Except as provided herein, this Letter of Intent supersedes all previous agreements between the parties, whether written or oral, and may only be amended by a written agreement executed by both parties hereto.
- 7. **Purpose.** This Letter of Intent is accepted by the parties merely as a statement of mutual intention at this time to conduct further negotiations along the lines indicated above, and it is understood that the proposed business transaction is subject to the negotiation of the Agreement, and review and approval thereof by the respective counsel and boards of directors of the parties. It is understood that neither party shall be bound to the other by this Letter of Intent for damages, or failure to finally agree upon a formal and final Agreement, or in any other way.
- 8. **Contracts.** At Closing, the parties will execute a stock exchange agreement, non-compete agreement and employment agreement and such other agreements as may be necessary to embody the terms set forth herein. Each agreement will contain customary representations, warranties, and indemnifications.
- 9. **Closing.** The closing of this transaction will take place on or about March 31, 2007. Closing will take place at the law offices of JMCP unless agreed by the parties in writing to the contrary.

10. Expenses of the Parties. Each party shall be responsible for their own costs and expenses.
11. Breach. This Letter of Intent shall be governed by the laws of the state of Delaware. In the event of any litigation arising out of this Letter of Intent the prevailing party shall be entitled to recover all costs including reasonable attorneys fees.

If the foregoing accurately reflects your understanding of your agreement, please indicate as such by signing below.

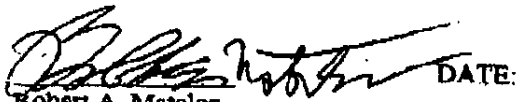
Sincerely,


Frank Love
President and CEO

MARCH 20, 2007

Agreed and Accepted:

Wales Holding Corp.


Robert A. Matalon
Vice President and Secretary

DATE:

Exhibit A

STOCK PURCHASE AND RECAPITALIZATION AGREEMENT

This Agreement this 30th day of March, 2007 by and among **JMCP ACQUISITION CORP.**, a Florida corporation and wholly owned subsidiary of Parent ("**Buyer**"); **JAMES MONROE CAPITAL CORP.**, a Delaware corporation ("**Parent**"); and **WALES HOLDING CORPORATION.**, a Florida corporation (the "**Company**").

RECITALS

A. The respective Boards of Directors and stockholders representing a majority of the issued and outstanding stock of each of the Company; Buyer and Parent have approved and declared advisable the merger of the Company with and into Buyer (the "**Merger**") and approved the Merger upon the terms and subject to the conditions set forth in this Agreement, whereby each issued and outstanding share of the common stock of the Company (a "**Company Share**" or, collectively, the "**Company Shares**"), will be converted into 2176 shares of common stock of Parent ("**Parent Common Stock**"), and certain other consideration as provided herein.

B. The respective Boards of Directors of the Company, Buyer and Parent have determined that the Merger is in furtherance of and consistent with their respective long-term business strategies and is fair to and in the best interests of their respective stockholders.

C. It is intended that, for federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "**Code**");

D. For financial accounting purposes, it is intended that the Merger will be accounted for as a "**purchase**";

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

The Merger; Closing; Effect of Merger

SECTION 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Florida Business Corporation Act ("**FBCA**") at the Effective Time, the Company shall be merged with and into Buyer and the separate corporate existence of the Company shall thereupon cease. Buyer shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "**Surviving Corporation**"), and the separate corporate existence of Buyer with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the merger, except as set forth herein. The Merger shall have the effects specified in the FBCA.

SECTION 1.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger and the consummation of the other transactions contemplated hereby (the "Closing") shall take place at the offices of Cohen & Czarnik 140 Broadway, 36th Floor, New York 10005 on April 11th, 2007 at 10:00 a.m. local time (or at such other date, time and place as the parties hereto may agree).

SECTION 1.3 Effective Time. On the date of Closing, the Company and Buyer will cause a Certificate of Merger (the "Florida Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of Florida. On the date of Closing, the Company. The Merger shall become effective at the time when the Florida Certificate of Merger has been filed with the Secretary of State of Florida, or, if otherwise agreed by the Company and Buyer, such later date or time as is established by the Florida Certificate of Merger (the "Effective Time").

SECTION 1.4 Certificate of Incorporation. The certificate of incorporation of the Buyer as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation (the "Charter"), until duly amended as provided therein or by applicable law.

SECTION 1.5 By-Laws. The by-laws of the Buyer in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation (the "By-Laws"), until thereafter amended as provided therein or by applicable law.

SECTION 1.6 Directors. The directors of the Buyer immediately prior to the Effective Time shall, from and after the Effective Time, be directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-Laws.

SECTION 1.7 Officers. The officers of the Company immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of Buyer until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-Laws.

SECTION 1.8 Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of Buyer:

(i) Merger Consideration. Each Company Share issued and outstanding immediately prior to the Effective Time shall be converted into, and become exchangeable for 2176 validly issued, fully paid and nonassessable shares of Parent Common Stock (the "Parent Merger Shares" and the "Merger Purchase Price");

(ii) At the Effective Time, all Company Shares shall be canceled and the Company shall cease to exist, and each certificate (a "Certificate") formerly

representing any Company Shares shall thereafter represent only the right to receive the shares of Parent Common Stock into which such Company Shares have been converted.

(iii) Fifty Thousand Dollars (\$50,000) of the Company's debt shall be exchanged for 28,272,876 preferred shares of the Parent ("Parent's Preferred Shares"). The Parent's Preferred Shares shall be restricted.

SECTION 1.9 Exchange of Certificates for Shares.

(a) Exchange. At Closing, Parent shall deliver or cause to be delivered to each respective owner of Company Shares and in each of their respective names certificates representing Parent Common Stock into which the Company Shares that such shareholders owns are to be converted as set forth on Schedule 1 attached hereto.

(b) Fractional Shares. No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Certificates pursuant to this Article I; no dividend or other distribution by Parent and no stock split, combination or reclassification shall relate to any such fractional share; and no such fractional share shall entitle the record or beneficial owner thereof to vote or to any other rights of a stockholder of Parent. In lieu of any such fractional share, each holder of Company Shares who would otherwise have been entitled thereto upon the surrender of Certificate(s) for exchange pursuant to this Article I will be paid an additional share of Parent Common Stock.

(c) Adjustments of Conversion Number. In the event that Parent changes the number of shares of Parent Common Stock, issued and outstanding prior to the Effective Time as a result of a reclassification, stock split (including a reverse split), dividend or distribution, recapitalization, merger (other than the Merger, Stock Purchase or the cancellation of options previously granted by the Company), subdivision, or other similar transaction with a dilutive effect, or if a record date with respect to any of the foregoing shall occur prior to the Effective Time, the conversion number shall be equitably adjusted.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents, warrants and covenants to Buyer and Parent as follows and acknowledges that Buyer and Parent are relying upon such representations and warranties in connection with the Contemplated Transactions (as hereinafter defined):

SECTION 2.1 Organization and Good Standing. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Company has no subsidiaries and does not own any equity, profit sharing, participation or other ownership interest (including any general partnership interest, limited partnership interest or

membership interest) in any corporation, partnership, limited partnership, limited liability company or other entity

SECTION 2.2 Foreign Qualification. Company is duly qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the failure so to qualify would have a material adverse effect on (a) the current business, operations, assets, condition (financial or otherwise) or prospects of Company, or (b) the validity or enforceability of, or the ability of Company to perform its obligations under this Agreement (each being hereinafter referred to as an "Company Material Adverse Effect").

SECTION 2.3 Corporate Power and Authority. Company has the corporate power and authority to own, lease and operate its properties and assets and to carry on its business as currently being conducted. Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by Company of this Agreement has been duly authorized by all necessary corporate action.

SECTION 2.4 Binding Effect. This Agreement has been duly executed and delivered by Company and is the legal, valid and binding obligation of Company enforceable in accordance with its terms, except that:

- (a) enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights;
- (b) the availability of equitable remedies may be limited by equitable principles of general applicability; and
- (c) rights to indemnification may be limited by considerations of public policy.

SECTION 2.5 Absence of Restrictions and Conflicts. The execution, delivery and performance of this Agreement and the consummation of the Exchange and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not, with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any material benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the Certificate of Incorporation or By-Laws of Company, (ii) any Company contract or agreement, (iii) any judgment, decree or order of any court or governmental authority or agency to which Company or by which Company or any of its respective properties is bound, or (iv) any statute, law, regulation or rule applicable to Company. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental agency or public or regulatory unit, agency, body or authority with respect to Company is required in connection with the execution, delivery or performance of this Agreement by Company.

SECTION 2.6 Capitalization of Company.

- (a) The authorized capital stock of Company consists of 250,000,000 shares of Company Common Stock. As of the date hereof, there are 21,040,000 shares of Company Common Stock are issued and outstanding. The Company Capitalization Table is attached hereto as Schedule 2.6.
- (b) All of the issued and outstanding shares of Company Stock have been duly authorized and validly issued and are fully paid and nonassessable and free of preemptive rights.
- (c) To Company's knowledge, there are no voting trusts, stockholder agreements or other voting arrangements, charges, liens or encumbrances on shares issued by Company that have been granted by the Company Stockholders, except as set forth on Schedule 2.6 attached hereto.
- (d) There is no outstanding subscription, contract, convertible or exchangeable security, option, warrant, call or other right obligating Company to issue, sell, exchange, or otherwise dispose of, or to purchase, redeem or otherwise acquire, shares of, or securities convertible into or exchangeable for, Company Stock, except as set forth on Schedule 2.6 attached hereto.

SECTION 2.7 Financial Statements. Company has delivered to Parent copies of the balance sheets of Company as of December 31, 2006 and 2005 and the related statements of operations and retained earnings and cash flows of Company for the years then ended (such statements, including the related notes and schedules thereto, are referred to herein as the ("Company Financial Statements")). Each of the Company Financial Statements is complete and correct in all material respects, has been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied throughout the periods presented (except the unaudited statements omit notes and are subject to year end adjustments), and presents fairly the financial position, results of operations, cash flows and stockholders' equity of Company as at the dates and for the periods indicated.

SECTION 2.8 Absence of Certain Changes. Except as set forth on Schedule 2.8 attached hereto, since December 31, 2006, Company has not:

- (a) suffered any adverse change in its business, operations, assets, or condition (financial or otherwise), except as reflected on the Company Financial Statements;
- (b) suffered any material damage or destruction to or loss of the assets of Company, whether or not covered by insurance, which property or assets are material to the operations or business of Company taken as a whole;

- (c) settled, forgiven, compromised, canceled, released, waived or permitted to lapse any material rights or claims, other than in the ordinary course of business;
- (d) entered into or terminated any material agreement, commitment or transaction, or agreed to or made any changes in material leases or agreements, other than renewals or extensions thereof and leases, agreements, transactions and commitments entered into or terminated in the ordinary course of business;
- (e) written up, written down or written off the book value of any material amount of assets, other than in the ordinary course of business;
- (f) declared, paid or set aside for payment any dividend or distribution with respect to the Company Stock;
- (g) redeemed, purchased or otherwise acquired, or sold, granted or otherwise disposed of, directly or indirectly, any shares of Company Stock or securities or any rights to acquire such capital stock or securities, or agreed to changes in the terms and conditions of any such rights outstanding as of the date of this Agreement;
- (h) increased the compensation of or paid any bonuses to any employees or contributed to any employee benefit plan or pension scheme, other than in the ordinary course of business and consistent with established policies, practices or requirements;
- (i) entered into any employment, consulting or compensation agreement with any person or group;
- (j) entered into any collective bargaining agreement or trade union recognition agreement with any person or group;
- (k) entered into, adopted or amended any employee benefit plan or share option scheme or agreement; or
- (l) entered into any agreement to do any of the foregoing.

SECTION 2.9 No Material Undisclosed Liabilities. Except as set forth on the Schedule 2.9, there are no liabilities or obligations of Company of any nature, whether absolute, accrued, contingent, or otherwise, other than liabilities and obligations:

- (a) in the aggregate adequately provided for in the Company Financial Statements;

- (b) incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Company Financial Statements;
- (c) incurred since December 31, 2006, in the ordinary course of business; or
- (d) incurred in connection with this Agreement.

SECTION 2.10 Tax Returns; Taxes. Company (a) has duly filed all U.S. federal and material state, county, local and foreign tax returns and reports required to be filed by it, including those with respect to income, payroll, property, withholding, social security, unemployment, franchise, excise and sales taxes and all such returns and reports are correct in all material respects; (b) has either paid in full all taxes that have become due as reflected on any return or report and any interest and penalties with respect thereto or has fully accrued on its books or has established adequate reserves for all taxes payable but not yet due; and (c) has made required cash deposits with appropriate governmental authorities representing estimated payments of taxes, including income taxes and employee withholding tax obligations. No extension or waiver of any statute of limitations or time within which to file any return has been granted to or requested by Company with respect to any tax. No unsatisfied deficiency, delinquency or default for any tax, assessment or governmental charge has been claimed, proposed or assessed against Company, nor has Company received notice of any such deficiency, delinquency or default. Company has no material tax liabilities, other than those arising in the ordinary course of business since December 31, 2006.

SECTION 2.11 Material Contracts. Company has furnished or made available to Parent accurate and complete copies of the Company Material Contracts applicable to Company. Except as set forth on Schedule 2.11 attached hereto, there is not under any of the Company Material Contracts any existing breach, default or event of default by Company nor event that with notice or lapse of time or both would constitute a breach, default or event of default by Company, nor does Company know of, and Company has not received notice of, or made a claim with respect to, any breach or default by any other party thereto. As used herein, the term "Company Material Contracts" shall mean all (i) contracts, licenses, leases, instruments, mortgages, deeds of trust; (ii) employee benefit plans, or arrangements or understandings with, or for the benefit of the employees of Company; and (iii) insurance policies, but shall exclude contracts with customers entered into in the ordinary course of business.

SECTION 2.12 Litigation and Government Claims. There is no pending suit, claim, action or litigation, or administrative, arbitration or other proceeding or governmental investigation or inquiry against Company to which its businesses or assets is subject, and to the knowledge of Company, there are no such proceedings threatened or contemplated. Company is not subject to any judgment, decree, injunction, rule or order of any court, or, to the knowledge of Company, any governmental restriction applicable to Company that is reasonably likely to cause a material limitation on Parent's ability to own and operate the business of Company (as it is currently operated) after the Closing.

SECTION 2.13 Compliance With Laws. Company has all material authorizations, approvals, licenses and orders to carry on its business as it is now being conducted, to own or hold under lease the properties and assets it owns or holds under lease and to perform all of its obligations under the agreements to which it is a party. Company has been and is, to the knowledge of Company, in compliance with all applicable laws, regulations and administrative orders of any country, state or municipality or of any subdivision of any thereof to which its business, ownership of assets and its employment of labor or its use or occupancy of properties or any part thereof are subject.

SECTION 2.14 Pension and Profit Sharing Plans. Company does not currently have in effect any employee pension or profit sharing plans.

SECTION 2.15 Employee Benefit Agreements. Schedule 2.15 sets forth a complete and accurate list of all material employee benefit plans, agreements and arrangements to which Company is a party, including without limitation (i) all severance, employment, consulting or similar contracts, (ii) all material agreements and contracts with "change of control" provisions or similar provisions and (iii) all indemnification agreements or arrangements with directors or officers not included in its organizational documents or provided by law.

SECTION 2.16 Intellectual Property. Company owns or has valid binding and enforceable rights to use all material patents, trademarks, trade names, service marks, service names, copyrights, applications therefore and licenses or other rights in respect thereof ("Company Intellectual Property") used or held for use in connection with the business of Company without any known conflict with the rights of others, except for such conflicts as do not have an Company Material Adverse Effect. Company has not received any notice from any other person pertaining to or challenging the right of Company to use any Company Intellectual Property or any trade secrets, proprietary information, inventions, know-how, processes and procedures owned or used by Company, or licensed to Company, except with respect to rights the loss of which, individually or in the aggregate, would not have an Company Material Adverse Effect. The Company Intellectual Property represents all of the proprietary rights necessary to operate the business of Company.

SECTION 2.17 Title to Properties and Related Matters. Company has good and valid title to or valid license or leasehold interests in its properties (other than personal properties sold or otherwise disposed of in the ordinary course of business), and all of such properties and all assets purchased by Company are free and clear of any lien, claim or encumbrance, except for:

- (a) liens for taxes, assessments or other governmental charges not yet due and payable or the validity of which are being contested in good faith by appropriate proceedings;

- (b) statutory liens incurred in the ordinary course of business that are not yet due and payable or the validity of which is being contested in good faith by appropriate proceedings;
- (c) landlord liens contained in leases entered into in the ordinary course of business; and
- (d) other liens, claims or encumbrances that, in the aggregate, do not materially subtract from the value of, or materially interfere with, the present use of any real property owned or used by Company.

All properties and assets material to the present operations of Company are owned or leased by Company in the manner and to the extent required by applicable law.

SECTION 2.18 Brokers. Company has not incurred any liability for brokerage fees, finders fees, agents commission or other similar forms of compensation in connection with this Agreement or any transaction contemplated hereby.

SECTION 2.19 Disclosure. Neither this Agreement, the Schedules hereto, nor any reviewed or unaudited financial statements, documents or certificates furnished or to be furnished to Buyer by or on behalf of the Company pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading. There are no events, transactions or other facts, which, either individually or in the aggregate, may give rise to circumstances or conditions which would have a material adverse effect on the general affairs or Condition of the Business.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER AND PARENT

Buyer and Parent jointly and severally represent, warrant and covenant to the Company as follows and acknowledge that the Company is relying upon such representations and warranties in connection with the Contemplated Transactions:

SECTION 3.1 Authority Relative to this Agreement. Buyer and Parent have full power and authority to execute and deliver each Transaction Document to which they are or, at Closing, will be, a party and to consummate the Contemplated Transactions. Following the approval of the shareholders of the Parent with respect to the Contemplated Transactions, the execution, delivery and performance by Buyer and Parent of each Transaction Document and the consummation of the Contemplated Transactions to which they are or, at Closing, will be, a party have been duly and validly authorized and approved by Buyer and Parent and no other acts by or on behalf of Buyer or Parent are necessary or required to authorize the execution, delivery and performance by Buyer and Parent of each Transaction Document and the consummation of the Contemplated Transactions to which they are or, at Closing, will be a party. This Agreement and

the other Transaction Documents to which Buyer and Parent are a party have been, duly and validly executed and delivered by Buyer and Parent and (assuming the valid execution and delivery thereof by the other parties thereto) constitutes, or will, at the Closing, constitute, as the case may be, the legal, valid and binding agreements of Buyer and Parent enforceable against each of them in accordance with their respective terms, except as such obligations and their enforceability may be limited by applicable bankruptcy and other similar Laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefor may be brought (whether at law or in equity).

SECTION 3.2 No Conflicts; Consents. The execution, delivery and performance by Buyer and Parent of each Transaction Document to which they are a party and the consummation of the Contemplated Transactions to which Buyer and Parent are a party does not and will not: (i) violate any provision of the certificate of incorporation or by-laws of Buyer or Parent, as the case may be; (ii) require Buyer or Parent to obtain any consent, approval or action of or waiver from, or make any filing with, or give any notice to, any Governmental Body or any other person, except as set forth on Schedule 3.2 (the "Buyer Required Consents"); (iii) except as set forth in Schedule 3.2, violate, conflict with or result in the breach or default under (with or without the giving of notice or the passage of time), or permit the suspension or termination of, any material Contract to which Buyer or Parent are a party or any of them or any of their assets is bound or subject or result in the creation or any Lien upon any of Parent Common Stock or upon any Assets of Buyer or Parent; or (iv) violate any Order or, to Buyer's knowledge, any Law of any Governmental Body against, or binding upon, Buyer or Parent, or upon any of their respective assets or businesses.

SECTION 3.3 Corporate Existence and Power of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

SECTION 3.4 Corporate Existence and Power of Parent. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

SECTION 3.5 Foreign Qualification. Parent is duly qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction where the failure so to qualify would have a material adverse effect on (a) the current business, operations, assets, condition (financial or otherwise) or prospects of Parent, or (b) the validity or enforceability of, or the ability of Parent to perform its obligations under this Agreement (each being hereinafter referred to as an "Parent Material Adverse Effect").

SECTION 3.6 Binding Effect. This Agreement has been duly executed and delivered by Parent and is the legal, valid and binding obligation of Parent, enforceable in accordance with its terms, except that:

- (a) enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights;
- (b) the availability of equitable remedies may be limited by equitable principles of general applicability; and
- (c) rights to indemnification may be limited by considerations of public policy.

SECTION 3.7 Absence of Restrictions and Conflicts. The execution, delivery and performance of this Agreement and the consummation of the Exchange and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not, with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any material benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the Certificate of Incorporation or By-Laws of Parent, (ii) any Parent Material Contract, (iii) any judgment, decree or order of any court or governmental authority or agency to which Parent is a party or by which Parent or any of its properties is bound, or (iv) any statute, law, regulation or rule applicable to Parent. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental agency or public or regulatory unit, agency, body or authority with respect to Parent is required in connection with the execution, delivery or performance of this Agreement by Parent or the Exchange.

SECTION 3.8 Capitalization of Parent.

- (a) The authorized capital stock of Parent consists of 100,000,000,000 shares of Parent Common Stock. As of the date hereof, there are 27,567,260,336 free trading shares of Parent Common Stock and 18,239,752,544 restricted shares of Parent Common Stock owned as set forth on Schedule 3.8 attached hereto.
- (b) All of the issued and outstanding shares of Parent Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights. The Parent Common Stock to be issued to the Company Stockholders pursuant to the Exchange will, when issued as specified herein, be validly issued and outstanding, fully paid and non-assessable, and not issued in violation of the preemptive rights.
- (c) To Parent's knowledge, there are no voting trusts, stockholder agreements or other voting arrangements that have been entered into among the stockholders of Parent, or charges, liens or encumbrances on issued shares of Parent Common Stock.
- (d) There is no outstanding subscription, contract, convertible or exchangeable security, option, warrant, call or other right obligating Parent to issue, sell, exchange, or otherwise dispose of, or to purchase, redeem or otherwise acquire,

shares of, or securities convertible into or exchangeable for, capital stock of Parent, except as set forth on Schedule 3.8 attached hereto.

SECTION 3.9 Financial Statements. Parent has delivered to the Company Stockholders copies of the balance sheets of Parent as of December 31, 2006 and 2005 and the related statements of operations of Parent for the years then ended (collectively, the "Company Financial Statements"). Each of the Parent Financial Statements is complete and correct in all material respects, has been prepared in accordance with GAAP consistently applied throughout the periods presented, and presents fairly the financial position, results of operations, cash flows and stockholders' equity of Parent as at the dates and for the periods indicated (subject, in the case of unaudited statements, to normal, recurring audit adjustments which will not be material in amount or significance) and do not include or omit to state any fact which renders the Parent Financial Statements misleading. There has been no change in Parent accounting policies, except as described in the notes to the Parent Financial Statements.

SECTION 3.10 Absence of Certain Changes. Except as otherwise set forth in Schedule 3.10 attached hereto, Parent has not:

- (a) suffered any adverse change in its business, operations, assets, or financial condition, except as reflected on the Parent Financial Statements;
- (b) suffered any material damage or destruction to or loss of the assets of Parent, whether or not covered by insurance, which property or assets are material to the operations or business of Parent taken as a whole;
- (c) settled, forgiven, compromised, canceled, released, waived or permitted to lapse any material rights or claims other than in the ordinary course of business;
- (d) entered into or terminated any material agreement, commitment or transaction, or agreed to or made any changes in material leases or agreements, other than renewals or extensions thereof and leases, agreements, transactions and commitments entered into or terminated in the ordinary course of business;
- (e) written up, written down or written off the book value of any material amount of assets, other than in the ordinary course of business;
- (f) declared, paid or set aside for payment any dividend or distribution with respect to Parent's capital stock;
- (g) redeemed, purchased or otherwise acquired, or sold, granted or otherwise disposed of, directly or indirectly, any of Parent's capital stock or securities or any rights to acquire such capital stock or securities, or agreed to changes in the terms and conditions of any such rights outstanding as of the date of this Agreement;

- (h) increased the compensation of or paid any bonuses to any employees or contributed to any employee benefit plan, other than in the ordinary course of business and consistent with established policies, practices or requirements;
- (i) entered into any employment, consulting or compensation agreement with any person or group;
- (j) entered into any collective bargaining agreement or trade union recognition agreement with any person or group;
- (k) entered into, adopted or amended any employee benefit plan or share option scheme or agreement; or
- (l) entered into any agreement to do any of the foregoing.

SECTION 3.11 No Material Undisclosed Liabilities. Except as set forth in Schedule 3.11 attached hereto, there are no liabilities or obligations of Parent of any nature, whether absolute, accrued, contingent, or otherwise, other than:

- (a) in the aggregate adequately provided for in the balance sheet of Parent (the "Last Parent Balance Sheet");
- (b) incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected on the Last Parent Balance Sheet; or
- (c) incurred in connection with this Agreement.

SECTION 3.12 Tax Returns; Taxes. Parent (a) has duly filed all U.S. federal and material state, county, local and foreign tax returns and reports required to be filed by it, including those with respect to income, payroll, property, withholding, social security, unemployment, franchise, excise and sales taxes and all such returns and reports are correct in all material respects; (b) has either paid in full all taxes that have become due as reflected on any return or report and any interest and penalties with respect thereto or has fully accrued on its books or has established adequate reserves for all taxes payable but not yet due; and (c) has made required cash deposits with appropriate governmental authorities representing estimated payments of taxes, including income taxes and employee withholding tax obligations. No extension or waiver of any statute of limitations or time within which to file any return has been granted to or requested by Parent with respect to any tax. No unsatisfied deficiency, delinquency or default for any tax, assessment or governmental charge has been claimed, proposed or assessed against Parent, nor has Parent received notice of any such deficiency, delinquency or default. Parent has no material tax liabilities, other than those arising in the ordinary course of business since December 31, 2006.

SECTION 3.13 Material Contracts. Parent has furnished or made available to Company accurate and complete copies of the contracts applicable to Parent (collectively, the "Parent Material Contracts"). Except as set forth in Schedule 3.13 attached hereto, there is not under any of the Parent Material Contracts any existing breach, default or event of default by Parent nor event that with notice or lapse of time or both would constitute a breach, default or event of default by Parent, nor does Parent know of, and Parent has not received notice of, or made a claim with respect to, any breach or default by any other party thereto. As used herein, the term "Parent Material Contracts" shall mean all (i) contracts, licenses, leases, instruments, mortgages, deeds of trust; (ii) employee benefit plans, or arrangements or understandings with, or for the benefit of the employees of Parent; and (iii) insurance policies.

SECTION 3.14 Litigation and Government Claims. There is no pending suit, claim, action or litigation, or administrative, arbitration or other proceeding or governmental investigation or inquiry against Parent to which its businesses or assets are subject, and to the knowledge of Parent, there are no such proceedings threatened or contemplated. Parent is not subject to any judgment, decree, injunction, rule or order of any court, or, to the knowledge of Parent, any governmental restriction applicable to Parent.

SECTION 3.15 Compliance with Laws. Parent has all material authorizations approvals, licenses and orders to carry on its businesses as it is now being conducted, to own or hold under lease the properties or assets it owns or holds under lease and to perform all of its obligations under the agreements to which it is a party. Parent has been and is, to the knowledge of Parent, in compliance with all applicable laws, regulations and administrative orders of any country, state or municipality or any subdivision of any thereof to which its businesses, ownership of assets and its employment of labor or its use or occupancy of properties or any part thereof are subject.

SECTION 3.16 Employee Pension and Profit Sharing Plans. Parent does not currently have in effect any employee pension or profit sharing plans.

SECTION 3.17 Employee Benefit Agreements. Section 3.17 attached hereto sets forth a complete and accurate list of all material employee benefit or compensation plans, agreements and arrangements to which Parent is a party, including without limitation (i) all severance, employment, consulting or similar contracts, (ii) all material agreements and contracts with "change of control" provisions or similar provisions and (iii) all indemnification agreements or arrangements with directors or officers not including in its organizational documents or provided by law.

SECTION 3.18 Intellectual Property. Parent owns or has valid, binding and enforceable rights to use all material patents, trademarks, trade names, service marks, service names, copyrights, applications therefore and licenses or other rights in respect thereof ("Parent Intellectual Property") used or held for use in connection with the business of Parent, without any known conflict with the rights of others. Parent has not received any notice from any other person pertaining to or challenging the right of Parent to use any Parent Intellectual Property or any trade secrets, proprietary information, inventions, know-how, processes and procedures

owned or used or licensed to Parent, except with respect to rights the loss of which, individually or in the aggregate, would not have a material adverse effect on Parent. The Parent Intellectual Property represents all of the proprietary rights necessary to operate Parent's business.

SECTION 3.19 Title to Properties and Related Matters. Parent has good and marketable title to or valid leasehold interests in its properties (other than personal properties sold or otherwise disposed of in the ordinary course of business), and all of such properties and all assets purchased by Parent are free and clear of any lien, claim or encumbrance and except for:

- (a) liens for taxes, assessments or other governmental charges not yet due and payable or the validity of which are being contested in good faith by appropriate proceedings;
- (b) statutory liens incurred in the ordinary course of business that are not yet due and payable or the validity of which are being contested in good faith by appropriate proceedings;
- (c) landlord liens contained in leases entered in the ordinary course of business; and
- (d) other liens, claims or encumbrances that, in the aggregate, do not materially subtract from the value of, or materially interfere with, the present use of, any real property owned or used by Parent.

All properties and assets material to the present operations of Parent are owned or leased by Parent in the manner and to the extent required by applicable law.

SECTION 3.20 Brokers. Parent has not incurred any liability for brokerage fees, finders fees, agents commission or other similar forms of compensation in connection with this Agreement or any transaction contemplated hereby.

SECTION 3.21 Full Disclosure. None of the representations and warranties made by the Seller herein, or in any document provided to the Buyer hereunder contain or will contain any untrue statement of material fact, or omits any material fact, the omission of which would be misleading.

ARTICLE IV

COVENANTS AND AGREEMENTS

The Company covenants to Buyer and Buyer and Parent, jointly and severally, covenant to the Company that:

SECTION 4.1 Filings and Authorizations. The parties hereto shall cooperate and use their respective best efforts to make, or cause to be made, all registrations, filings, applications and submissions, to give all notices and to obtain all governmental or other third party consents, transfers, approvals, Orders and waivers necessary or desirable for the consummation of the Contemplated Transactions in accordance with the terms of this Agreement and shall furnish copies thereof to each other party prior to such filing and shall not make any such registration, filing, application or submission to which Buyer or the Company, as the case may be, reasonably objects in writing. All such filings shall comply in form and content in all material respects with applicable Law. The parties hereto also agree to furnish each other with copies of such filings and any correspondence received from any Governmental Body in connection therewith.

SECTION 4.2 Confidentiality. Each party hereto shall hold in strict confidence, and shall use its best efforts to cause all of its officers, employees, agents and professional counsel and accountants, (collectively, "Representatives") to hold in strict confidence, unless compelled to disclose by judicial or administrative process, or by other requirements of Law, all information concerning any other party which it has obtained from such party prior to, on, or after the date hereof in connection with the Contemplated Transactions, and each party shall not use or disclose to others, or permit the use of or disclosure of, any such information so obtained, and will not release or disclose such information to any other person, except its Representatives who need to know such information in connection with this Agreement and who shall be advised of the provisions of this Section 4.2. The foregoing provision shall not apply to any such information to the extent; (i) known by any party prior to the date such information was provided to such party in connection with the Contemplated Transactions; (ii) made known to such party from a third party not in breach of any confidentiality requirement; or (iii) made public through no fault of such party or any of its Representatives.

SECTION 4.3 Expenses. Buyer, Parent and the Company (for itself and on behalf of each Shareholder) shall bear their respective expenses, in each case, incurred in connection with the preparation, execution and performance of the Transaction Documents and the Contemplated Transactions, including, without limitation, all fees and expenses of their respective Representatives, and the Company shall bear all the fees and expenses of any Company's Representatives.

SECTION 4.4 Tax Matters. The Company and Buyer shall reasonably cooperate, and shall cause their respective Representatives reasonably to cooperate, in preparing and filing all Tax Returns, including maintaining and making available to each other all records necessary in connection with the preparation and filing of Tax Returns, the payment of Taxes and the resolution of Tax Audits and Tax Deficiencies with respect to all taxable periods. Refunds or credits of Taxes that were paid by the Company with respect to any periods shall be for the account of the Company.

SECTION 4.5 Further Assurances. At any time and from time to time after the date of Closing, upon the reasonable request of any party hereto, the other party(ies), shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all

such further documents, instruments or assurances, as may be necessary, desirable or proper to carry out the intent and accomplish the purposes of this Agreement.

SECTION 4.6 Restricted Securities. The parties acknowledge and agree that the Company Shares and Parent Common Stock being issued or transferred pursuant to the Contemplated Transactions are being issued or transferred pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and constitute "restricted securities" within the meaning of the Securities Act. Such securities may not be transferred absent compliance with the provisions of the Securities Act, other than applicable Laws, and all stock certificates evidencing such securities shall bear a legend to such effect and to the effect that such shares are subject to the terms and provisions of this Agreement; provided, however, that it is anticipated that for purposes of Rule 144 of the Securities Act, that the holding period of Parent Common Stock for each shareholder of the Company shall be determined to commence on the date of acquisition of the Company Shares (as converted pursuant to this Agreement) for each such respective holder.

SECTION 4.7 Conduct of Business by Company From the date hereof to the Closing Date, Company will, except as required in connection with the Exchange and except as otherwise disclosed on the Schedule attached hereto or consented to in writing by Parent:

- (a) carry on its business in the ordinary and regular course in substantially the same manner as heretofore conducted and not engage in any new line of business or enter into any material agreement, transaction or activity or make any material commitment except those in the ordinary and regular course of business and not otherwise prohibited under this Section 4.7;
- (b) neither change nor amend its Certificate of Incorporation or By-Laws;
- (c) not issue or sell or register the transfer of shares of securities or capital stock of Company or issue, sell or grant options, warrants or rights to purchase or subscribe to, or enter into any arrangement or contract with respect to the issuance or sale of any of the securities of Company or rights or obligations convertible into or exchangeable for any securities of Company and not alter the terms of any presently outstanding warrants or options or make any changes (by split-up, combination, reorganization or otherwise) in the capital structure of Company, except as set forth on the Schedules attached hereto;
- (d) not declare, pay or set aside for payment any dividend or other distribution in respect of the capital stock or other securities of Company and not redeem, purchase or otherwise acquire any shares of the capital stock or other securities of Company or rights or obligations convertible into or exchangeable for any shares of the capital stock or other securities of Company or obligations convertible into such, or any options, warrants or other rights to purchase or subscribe to any of the foregoing;
- (e) not acquire or enter into any agreement to acquire, by merger, consolidation or purchase of securities or assets, any business or entity or any material part of the same;

- (f) use its reasonable efforts to preserve intact the corporate existence, goodwill and business organization of Company, to keep the officers and employees of Company available to Company and to preserve the relationships of Company with suppliers, customers and others having business relations with any of them;
- (g) not (i) create, incur or assume any debt or create, incur or assume any short-term debt for borrowed money, (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person, other than endorsements of negotiable instruments in the ordinary course of business, (iii) make any loans or advances to any other person, or (iv) make any capital contributions to, or investments in, any person;
- (h) not (i) enter into, modify or extend in any manner the terms of any employment, severance or similar agreements with officers and directors, (ii) grant any increase in the compensation of officers or directors, whether now or hereafter payable or (iii) grant any increase in the compensation of any other employees except for compensation increases in the ordinary course of business and consistent with past practice (it being understood by the parties hereto that for the purposes of (ii) and (iii) above increases in compensation shall include any increase pursuant to any option, bonus, stock purchase, pension, profit-sharing, deferred compensation, retirement or other plan, arrangement, contract or commitment);
- (i) not make or incur (other than in the ordinary course of business) any individual capital expenditure in excess of \$20,000 or capital expenditures in the aggregate in excess of \$100,000 without the prior approval of Parent (as used herein, "capital expenditure" shall mean all payments in respect of the cost of any fixed asset or improvement or replacement, substitution or addition thereto that has a useful life of more than one year, including those costs arising in connection with the acquisition of such assets by way of increased product or service charges or offset items or in connection with capital leases);
- (j) perform all of its material obligations under all Company Material Contracts (except those being contested in good faith) and not enter into, assume or amend any contract or commitment that would be an Company Material Contract other than contracts to provide services entered into in the ordinary course of business; and
- (k) prepare and file all returns for taxes and other tax reports, filings and amendments thereto required to be filed by it, and allow Parent, at its request, to review all such returns, reports, filings and amendments at Company' offices prior to the filing thereof, which review shall not interfere with the timely filing of such returns.

SECTION 4.8 Conduct of Business by Parent From the date hereof to the Closing Date, Parent will, except as required in connection with the Exchange and except as otherwise disclosed in the Schedules attached hereto or as consented to in writing by Company:

- (a) carry on its businesses in the ordinary and regular course in substantially the same manner as heretofore conducted and not engage in any new line of business or enter into any agreement, transaction or activity or make any commitment except in the ordinary and regular course of business and not otherwise prohibited under this Section 4.8;
- (b) neither change nor amend its Certificate of Incorporation or By-Laws;
- (c) not issue or sell any securities of Parent or issue, sell or grant options, warrants or rights to purchase or subscribe to, or enter into any arrangement or contract with respect to the issuance or sale of any of the securities of Parent or rights or obligations convertible into or exchangeable for any securities of Parent and not alter the terms of any warrants or options, or make any changes (by split-up, combination, reorganization or otherwise) in the capital structure of Parent, except as set forth in Schedule 3.8;
- (d) not declare, pay or set aside for payment any dividend or other distribution in respect of the capital stock or other equity securities of Parent and not redeem, purchase or otherwise acquire any shares of the capital stock or other securities, or rights or obligations convertible into or exchangeable for any shares of the capital stock or other securities of Parent or obligations convertible into such, or any options, warrants or other rights to purchase or subscribe to any of the foregoing;
- (e) not acquire or enter into any agreement to acquire, by merger, consolidation or purchase of securities or assets, any business or entity or any material part thereof;
- (f) use its reasonable efforts to preserve intact the corporate existence, goodwill and business organization of Parent, to keep the officers and employees of Parent available to Parent and to preserve the relationships of Parent with suppliers, customers and others having business relations with any of them;
- (g) not (i) create, incur or assume any debt or create, incur or assume any short-term debt for borrowed money, (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person, other than endorsements of negotiable instruments in the ordinary course of business, or (iii) make any loans or advances to any other person, or (iv) make any capital contributions to, or investment in, any person;
- (h) not (i) enter into, modify or extend in any manner the terms of any employment, severance or similar agreements with officers and directors, (ii) grant any increase in the compensation of officers or directors, whether now or hereafter payable or (iii) grant any increase in the compensation of any other employees except for compensation increases in the ordinary course of business and consistent with past practice (it being understood by the parties hereto that for the purposes of (ii) and (iii) above increases in compensation shall include any increase pursuant to any option, bonus, stock purchase, pension, profit-sharing, deferred compensation, retirement or other plan, arrangement, contract or commitment);

- (i) perform all of its obligations under all Parent Material Contracts (except those being contested in good faith) and not enter into, assume or amend any contract or commitment that would be a Parent Material Contract other than contracts to provide services entered into in the ordinary course of business; and
- (j) prepare and file all federal, state, local and foreign returns for taxes and other tax reports, filings and amendments thereto required to be filed by it, and allow Company, at its request, to review all such returns, reports, filings and amendments at Parent's offices prior to the filing thereof, which review shall not interfere with the timely filing of such returns.

SECTION 4.9 Notice of any Material Change. Each party shall, promptly after the first notice or occurrence thereof but not later than the Closing Date, advise the other parties in writing of any event or the existence of any state of facts that (i) would make any of his, her or its representations and warranties in this Agreement untrue in any material respect, or (ii) would constitute a breach of any provisions of this Article 4.

SECTION 4.10 WD Gold Mining Concessions Project. The Company has an interest in a gold mining concession in Ghana (the "Project"). Parent shall provide Company evidence of its ability to fund the Project. In the event, Parent fails to provide such evidence within 180 days from the Closing, the Project shall revert to the existing holders of the Project debt. The outstanding funding obligation is approximately \$ 1,350,000.

SECTION 4.11 Reasonable Efforts; Further Assurances; Cooperation. Subject to the other provisions of this Agreement, the parties hereto shall use all reasonable efforts to perform their obligations herein and to take, or cause to be taken, or do, or cause to be done, all things reasonably necessary, proper or advisable under applicable law to obtain all regulatory approvals and satisfy all conditions to the obligations of the parties under this Agreement and to cause the Exchange and the other transactions contemplated herein to be carried out promptly in accordance with the terms hereof and shall cooperate fully with each other and their respective officers, directors, employees, agents, counsel, accountants and other designees in connection with any steps required to be taken as a part of their respective obligations under this Agreement, including without limitation:

- (a) Each of Company and Parent shall promptly take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or advisable to obtain any required approval of any federal, state or local governmental agency or regulatory body with jurisdiction over the transactions contemplated by this Agreement.
- (b) In the event any claim, action, suit, investigation or other proceeding by any governmental body or other person is commenced that questions the validity or legality of the Exchange or any of the other transactions contemplated hereby or seeks damages in connection therewith, the parties agree to cooperate and use all reasonable efforts to defend against such claim, action, suit, investigation or other proceeding and, if an injunction or other order is issued in any such action, suit or other proceeding, to use all reasonable efforts to

have such injunction or other order lifted, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated by this Agreement.

ARTICLE V

CONDITIONS TO CLOSING

SECTION 5.1 Conditions to the Obligations of the Parties. The obligations of the Parties to consummate the Contemplated Transactions are subject to the satisfaction of the following conditions:

(a) No Injunction. No provision of any applicable Law and no Order shall prohibit the consummation of the Contemplated Transactions.

(b) No Proceedings or Litigation. No Claim instituted by any person (other than Buyer, the Company, Shareholders or their respective Affiliates) shall have been commenced or pending against any Shareholder, the Company, Buyer or any of their respective Affiliates, officers or directors, which Claim seeks to restrain, prevent, change or delay in any respect the Contemplated Transactions or seeks to challenge any of the terms or provisions of this Agreement or seeks damages in connection with any of such transactions.

SECTION 5.2 Conditions to the Obligations of the Company. The obligations of the Company hereunder to consummate the Contemplated Transactions are subject, at the option of the Company, to the fulfillment prior to or at the Closing of each of the following further conditions:

(a) Performance. Buyer and Parent shall have performed and complied in all material respects with all agreements, obligations and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date.

(b) Representations and Warranties. The representations and warranties of Buyer and Parent contained in this Agreement and in any certificate or other writing delivered by Buyer and Parent pursuant hereto shall be true in all material respects at and as of the Closing Date as if made at and as of such time (except for those representations and warranties made as of a specific date which shall be true in all material respects as of the date made).

(c) No Material Adverse Change. From the date hereof through the Closing, there shall not have occurred any event or condition that has had or could have a material adverse effect on Parent.

(d) Pink Sheets. Parent's common stock shall be listed on the pinksheet centralized quotation system.

(e) Documentation. There shall have been delivered to the Company the following:

(i) A certificate, dated the Closing Date, of the Chairman of the Board, the President or Chief Financial Officer of each of Parent and Buyer confirming the matters set forth in Section 5.2(a) (b) and (c) hereof;

(ii) A certificate, dated the Closing Date, of the Secretary of each of Parent and Buyer certifying, among other things, that attached or appended to such certificate: (i) is a true and correct copy of Parent's and Buyer's certificate of incorporation and all amendments thereto, if any, as of the date thereof certified by the Secretary of State of Delaware or Florida, as applicable; (ii) is a true and correct copy of Parent's and Buyer's by-laws as of the date thereof; and (iii) is a true and correct copy of Parent's and Buyer's resolution of the Board of Directors and shareholders that represent the majority of the issued and outstanding stock of Parent and Buyer approving the transactions contemplated by this Agreement;

(iii) Parent Common Stock certificates, registered in the name of each Shareholder as set forth on Schedule 1 attached hereto, (with the appropriate restrictive legends), evidencing satisfaction of the Purchase Price in accordance with this Agreement;

(iv) Florida Certificate of Merger.

SECTION 5.3 Conditions to the Obligations of Buyer and Parent. All obligations of Buyer and/or Parent to consummate the Contemplated Transactions hereunder are subject, at the option of Buyer and/or Parent, to the fulfillment prior to or at the Closing of each of the following further conditions:

(a) Performance. The Company shall have performed and complied in all material respects with all agreements, obligations and covenants required by this Agreement to be performed or complied with by them at or prior to the Closing Date.

(b) Representations and Warranties. The representations and warranties of the Company, contained in this Agreement and in any certificate or other writing delivered by the Company pursuant hereto shall be true in all material respects at and as of the Closing Date as if made at and as of such time (except for those representations and warranties made as of a specific date which shall be true in all material respects as of the date made).

(c) No Material Adverse Change. From the date hereof through the Closing, there shall not have occurred any event or condition that has had or could have a material adverse effect on the Company.

(d) Documentation. There shall have been delivered to Buyer the following:

(i) A certificate, dated the Closing Date, of the Chairman of the Board, the President or Chief Financial Officer of the Company confirming the matters set forth in Section 5.2(a) (b) and (c) hereof;

(ii) A certificate, dated the Closing Date, of the Secretary of the Company certifying, among other things, that attached or appended to such certificate: (i) is a true and correct copy of the Company's certificate of incorporation and all amendments thereto, if any, as of the date thereof certified by the Secretary of State of Florida; (ii) is a true and correct copy of the Company's by-laws as of the date thereof; and (iii) is a true and correct copy of the Company's resolution of the Board of Directors and shareholders that represent the majority of the issued and outstanding stock of the Company approving the transactions contemplated by this Agreement;

(iii) Florida Certificate of Merger; and

(iv) Company Share certificates representing the number of Company Shares duly endorsed in blank or accompanied by stock powers duly endorsed in blank and in suitable form for transfer to Buyer by delivery.

ARTICLE VI

INDEMNIFICATION

SECTION 6.1 Survival of Representations, Warranties and Covenants. (a) Notwithstanding any right of Buyer and Parent fully to investigate the affairs of the Company and the rights of the Company to fully investigate the affairs of Buyer and Parent, and notwithstanding any knowledge of facts determined or determinable by Buyer, Parent, the Company, pursuant to such investigation or right of investigation, Buyer, Parent and the Company have the right to rely fully upon the representations, warranties, covenants and agreements of the Company, and Buyer and Parent respectively, contained in this Agreement, or listed or disclosed on any Schedule hereto or in any instrument delivered in connection with or pursuant to any of the foregoing. All such representations, warranties, covenants and agreements shall survive the execution and delivery of this Agreement and the Closing hereunder. Notwithstanding the foregoing, all representations and warranties of the Company, and Buyer and Parent respectively, contained in this Agreement, on any Schedule hereto or in any instrument delivered in connection with or pursuant to this Agreement shall terminate and expire twenty four (24) months after the date of Closing.

(b) All representations and warranties of Buyer and Parent shall terminate and expire twelve (12) months after the date of Closing; *provided, however*, that the liability of Buyer and Parent shall not terminate as to any specific claim or claims of the type referred to in Section 6.3 hereof, whether or not fixed as to Liability or liquidated as to amount, with respect to which Buyer and/or Parent has been given specific notice on or prior to the date on which such Liability would otherwise terminate pursuant to the terms of this Section 6.1(b), or which arise or result from or are related to a Claim for fraud.

SECTION 6.2 Obligation of Shareholders to Indemnify. Shareholders of the Company agree to indemnify, defend and hold harmless Buyer and Parent (and their respective directors, officers, employees, Affiliates, successors and assigns) from and against all Claims, losses, Liabilities, Regulatory Actions, damages, deficiencies, judgments, settlements, costs of investigation or other expenses (including Taxes, interest, penalties and reasonable attorneys' fees and fees of other experts and disbursements and expenses incurred in enforcing this indemnification) (collectively, the "Losses") suffered or incurred by Buyer and/or Parent, the Company, or any of the foregoing persons arising out of any breach of the representations and warranties of the Company or Shareholders contained in this Agreement, or of the covenants and agreements of Buyer or Parent contained in this Agreement or in the Schedules or any other Transaction Document.

SECTION 6.3 Obligation of Buyer and Parent to Indemnify. Buyer and Parent, jointly and severally agree to indemnify, defend and hold harmless the Company (and any heirs, successor or assignee thereof) from and against any Losses suffered or incurred by the Company or any of the foregoing persons arising out of any breach of the representations and warranties of Buyer or Parent, or of the covenants and agreements of Buyer or Parent contained in this Agreement or in the Schedules or any other Transaction Document.

SECTION 6.4 Notice and Opportunity to Defend Third Party Claims. (a) Within ten (10) days following receipt by any party hereto (the "Indemnitee") of notice of any demand, claim, circumstance or Tax Audit which would or might give rise to a claim, or the commencement (or threatened commencement) of any action, proceeding or investigation that may result in a Loss (an "Asserted Liability"), the Indemnitee shall give notice thereof (the "Claims Notice") to the party or parties obligated to provide indemnification pursuant to Sections 6.2, or 6.3 (collectively, the "Indemnifying Party"). The Claims Notice shall describe the Asserted Liability in reasonable detail and shall indicate the amount (estimated, if necessary, and to the extent feasible) of the Loss that has been or may be suffered by the Indemnitee.

(b) The Indemnifying Party may elect to defend, at its own expense and with its own counsel, any Asserted Liability unless: (i) the Asserted Liability includes a Claim seeking an Order for injunction or other equitable or declaratory relief against the Indemnitee, in which case the Indemnitee may at its own cost and expense and at its option defend the portion of the Asserted Liability seeking equitable or declaratory relief against the Indemnitee, or (ii) the Indemnitee shall have reasonably, and in good faith, after consultation with the Indemnifying Party, concluded that: (x) there is a conflict of interest between the Indemnitee and the Indemnifying Party which could prevent or negatively influence the Indemnifying Party from impartially or adequately conducting such defense; or (y) the Indemnitee shall have one or more defenses not available to the Indemnifying Party but only to the extent such defense cannot legally be asserted by the Indemnifying Party on behalf of the Indemnitee. If the Indemnifying Party elects to defend such Asserted Liability, it shall within ten (10) days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnitee of its intent to do so, and the Indemnitee shall cooperate, at the expense of the Indemnifying Party, in the defense of such Asserted Liability. If the Indemnifying Party elects not to defend the Asserted Liability, is not permitted to defend the Asserted Liability by reason of the first sentence of this Section 6.4(b), fails to notify the Indemnitee of its election as herein provided or contests its obligation to

indemnify under this Agreement with respect to such Asserted Liability, the Indemnatee may pay, compromise or defend such Asserted Liability at the sole cost and expense of the Indemnifying Party. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnatee may settle or compromise any claim over the reasonable written objection of the other, provided that the Indemnatee may settle or compromise any claim as to which the Indemnifying Party has failed to notify the Indemnatee of its election under this Section 6.4(b) or as to which the Indemnifying Party is contesting its indemnification obligations hereunder. If the Indemnifying Party desires to accept a reasonable, final and complete settlement of an Asserted Liability so that such Indemnatee's Loss is paid in full and the Indemnatee refuses to consent to such settlement, then the Indemnifying Party's liability to the Indemnatee shall be limited to the amount offered in the settlement. The Indemnifying Party will exercise good faith in accepting any reasonable, final and complete settlement of an Asserted Liability. In the event the Indemnifying Party elects to defend any Asserted Liability, the Indemnatee may participate, at its own expense, in the defense of such Asserted Liability. In the event the Indemnifying Party is not permitted by the Indemnatee to defend the Asserted Liability, it may nevertheless participate at its own expense in the defense of such Asserted Liability. If the Indemnifying Party chooses to defend any Asserted Liability, the Indemnatee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense. Any Losses of any Indemnatee for which an Indemnifying Party is liable for indemnification hereunder shall be paid upon written demand therefor.

SECTION 6.5 Limits on Indemnification. (a) Notwithstanding the foregoing or the limitations set forth in Section 6.5(b) below, in the event such Losses arise out of any fraud related matter on the part of any Indemnifying Party, then such Indemnifying Party shall be obligated to indemnify the Indemnatee in respect of all such Losses. Buyer, Parent and the Company agree that the Company's obligation to indemnify under this Article VI shall not survive the Closing and the Company shall have no further liability to Buyer after the Closing but that such obligations to indemnify shall be the sole obligation of the Shareholders.

(b) The Company and the Shareholders shall not be liable to indemnify Buyer pursuant to Section 6.2 above and Buyer and Parent shall not be liable to indemnify the Company and the Shareholders pursuant to Section 6.3 above: (i) unless a Claims Notice describing the loss is delivered to the Indemnifying Party within 12 months after the Closing (except for Losses arising out of an Indemnifying Party); and; (ii) with respect to special, consequential or punitive damages; or (iii) in respect of any individual Loss of less than \$10,000.

(c) Buyer's and Parent's sole remedy for indemnification from Shareholders pursuant to Section 6.2 above shall be cancellation or retirement of the Parent Common Stock.

SECTION 6.6 Exclusive Remedy. The parties agree that the indemnification provisions of this Article VI shall constitute the sole or exclusive remedy of any party in seeking damages or other monetary relief with respect to this Agreement and the Contemplated Transactions, provided that, nothing herein shall be construed to limit the right of any party to

seek: (i) injunctive relief for a breach of this Agreement; or (ii) legal or equitable relief for a Claim for fraud.

ARTICLE VII

SPECIFIC PERFORMANCE; TERMINATION

SECTION 7.1 Specific Performance. The Company, Parent, and Buyer acknowledges and agrees that, if any of the Company, Parent, or Buyer fails to proceed with the Closing in any circumstance other than those described in clauses (a), (b), (c) or (d) of Section 7.2 below, the others will not have adequate remedies at law with respect to such breach. In such event, and in addition to each party's right to terminate this Agreement, each party shall be entitled, without the necessity or obligation of posting a bond or other security, to seek injunctive relief, by commencing a suit in equity to obtain specific performance of the obligations under this Agreement or to sue for damages, in each case, without first terminating this Agreement. The Company, Parent or Buyer specifically affirms the appropriateness of such injunctive, other equitable relief or damages in any such action.

SECTION 7.2 Termination. This Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing:

(a) by mutual consent of Company and Parent.

(b) by Parent or Company if the Exchange has not been or is incapable of being consummated by April 30, 2007, as extended (the "Termination Date"), unless such failure of consummation is due to the failure of the terminating party to perform or observe the covenants, agreements, and conditions hereof to be performed or observed by him, her or it at or before the Closing Date; provided, that the non-breaching party's cause of action resulting from such failure to perform or to observe the covenants, agreements and conditions hereof shall not be terminated; or

(c) by Company, or Parent if the transactions contemplated hereby violate any non-appealable final order, decree, or judgment of any court or governmental body or agency having competent jurisdiction.

(d) By the Company or by Buyer, if any condition under Section 5.1 becomes incapable of fulfillment through no fault of the party seeking termination and is not waived by the party seeking termination.

SECTION 7.3 Effect of Termination; Right to Proceed. Subject to the provisions of Section 7.1 hereof, in the event that this Agreement shall be terminated pursuant to Section 7.2, all further obligations of the parties under this Agreement shall terminate without further liability of any party hereunder except that: (i) the agreements contained in Section 4.2 shall survive the termination hereof; and (ii) termination shall not preclude any party from

seeking relief against any other party for breach of Section 4.2. In the event that a condition precedent to its obligation is not met, nothing contained herein shall be deemed to require any party to terminate this Agreement, rather than to waive such condition precedent and proceed with the Contemplated Transactions.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1 Notices. (a) Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally by hand or by recognized overnight courier, or mailed (by registered or certified mail, postage prepaid return receipt requested) as follows:

If to Buyer or Parent, one copy to:

Frank Love, President & CEO
James Monroe Capital Corporation
314 E Avenue B,
Killeen, TX 76543
Fax:

If to the Company, one copy to:

Robert A. Matalon, Vice President
1002 Quentin Rd,
3rd Floor, Suite 3008
New York, NY 11223
Fax: (646) 349-1418

(b) Each such notice or other communication shall be effective when delivered at the address specified in Section 8.1(a). Any party by notice given in accordance with this Section 8.1 to the other parties may designate another address or person for receipt of notices hereunder. Notices by a party may be given by counsel to such party.

SECTION 8.2 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto) and the collateral agreements executed in connection with the consummation of the Contemplated Transactions contain the entire agreement among the parties with respect to the subject matter hereof and related transactions and supersede all prior agreements, written or oral, with respect thereto.

SECTION 8.3 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, superseded, cancelled, renewed or extended only by a written instrument signed by the Company, Parent and Buyer. The provisions hereof may be waived in writing by the Company Parent or Buyer, as the case may be. Any such waiver shall be effective only to the extent specifically set forth in such writing.

No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. Nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

SECTION 8.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State without regard to the conflict of laws rules thereof.

SECTION 8.5 Consent to Jurisdiction. Each of the parties hereto irrevocably and voluntarily submits to personal jurisdiction in the State of New York and in the Federal courts in such state in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. If for any reason the Federal courts in such state will not entertain such action or proceeding, then the parties hereto irrevocably and voluntarily submit to personal jurisdiction in the state courts located in the State of New York in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of any action or proceeding may be heard and determined in any such court. Each of the parties further consents and agrees that such party may be served with process in the same manner as a notice may be given under Section 8.1. The parties hereto agree that any action or proceeding instituted by any of them against any other party with respect to this Agreement will be instituted exclusively in the United States District Court for the District of New York, or alternatively, in the State courts located therein. The Company, Buyer and Parent irrevocably and unconditionally waive and agree not to plead, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue or the convenience of the forum of any action or proceeding with respect to this Agreement in any such courts.

SECTION 8.6 Binding Effect; No Assignment. This Agreement and all of its provisions, rights and obligations shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and legal representatives. This Agreement may not be assigned (including by operation of Law) by any party hereto without the express written consent of Buyer (in the case of assignment by the Company) or the Company (in the case of assignment by Buyer or Parent) and any purported assignment, unless so consented to, shall be void and without effect.

SECTION 8.7 Exhibits. All Exhibits and Schedules attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

SECTION 8.8 Severability. If any provision of this Agreement for any reason shall be held to be illegal, invalid or unenforceable, such illegality shall not affect any other provision of this Agreement, this Agreement shall be amended so as to enforce the illegal,

invalid or unenforceable provision to the maximum extent permitted by applicable law, and the parties shall cooperate in good faith to further modify this Agreement so as to preserve to the maximum extent possible the intended benefits to be received by the parties.

SECTION 8.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

SECTION 8.10 Third Parties. Except as specifically set forth or referred to herein, nothing herein express or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their permitted heirs, successors, assigns and legal representatives, any rights or remedies under or by reason of this Agreement or the Contemplated Transactions.

ARTICLE IX

DEFINITIONS

SECTION 9.1 Definitions. The following terms, as used herein, have the following meanings:

"Affiliate" of any person means any other person directly or indirectly through one or more intermediary persons, controlling, controlled by or under common control with such person.

"Agreement" or "this Agreement" shall mean, and the words "herein", "hereof" and "hereunder" and words of similar import shall refer to, this agreement as it from time to time may be amended.

"Assets" shall mean all cash, instruments, properties, rights, interests and assets of every kind, real, personal or mixed, tangible and intangible, used or usable in the Business.

The term "audit" or "audited" when used in regard to financial statements shall mean an examination of the financial statements by a firm of independent certified public accountants in accordance with generally accepted auditing standards for the purpose of expressing an opinion thereon.

"Business" shall mean the ownership and operation of the business of the Company.

"Condition of the Business" shall mean the financial condition, prospects or the results of operations of the Business, the Assets or the Company.

The term "control", with respect to any person, shall mean the power to direct the management and policies of such person, directly or indirectly, by or through stock ownership, agency or otherwise, or pursuant to or in connection with an agreement, arrangement or understanding (written or oral) with one or more other persons by or through stock ownership, agency or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Governmental Bodies" shall mean any government, municipality or political subdivision thereof, whether federal, state, local or foreign, or any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or any court, arbitrator, administrative tribunal or public utility.

"knowledge" with respect to: (a) any individual shall mean actual knowledge of such individual; and (b) any corporation shall mean the actual knowledge of the directors and executive officers of such corporation; and "knows" has a correlative meaning. The terms "any Shareholder's knowledge," and "Shareholder's knowledge," including any correlative meanings, shall mean the knowledge of any Shareholder.

"Laws" shall mean any law, statute, code, ordinance, rule, regulation or other requirement of any Governmental Bodies.

"Liability" shall mean any direct or indirect indebtedness, liability, assessment, claim, loss, damage, deficiency, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, actual or potential, contingent or otherwise (including any liability under any guaranties, letters of credit, performance credits or with respect to insurance loss accruals).

"Lien" shall mean any mortgage, lien (including mechanics, warehousemen, laborers and landlords liens), claim, pledge, charge, security interest, preemptive right, right of first refusal, option, judgment, title defect, covenant, restriction, easement or encumbrance of any kind.

"person" shall mean an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity, including a government or political subdivision or an agency or instrumentality thereof.

"Tax" (including, with correlative meaning, the terms "Taxes" and "Taxable") shall mean: (i)(A) any net income, gross income, gross receipts, sales, use, ad valorem, transfer, transfer gains, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, rent, recording, occupation, premium, real or personal property, intangibles, environmental or windfall profits tax, alternative or add-on minimum tax, customs duty or other tax, fee, duty, levy, impost, assessment or charge of any kind whatsoever (including but not limited to taxes assessed to real property and water and sewer rents relating thereto), together with; (B) any interest and any penalty, addition to tax or additional amount imposed by any Governmental Body (domestic or foreign) (a "Tax Authority") responsible for the imposition of any such tax and interest on such penalties, additions to tax, fines or additional amounts, in each case, with respect to any party hereto, the Business or the Assets (or the transfer thereof);

(ii) any liability for the payment of any amount of the type described in the immediately preceding clause (i) as a result of a party hereto being a member of an affiliated or combined group with any other person at any time on or prior to the date of Closing; and (iii) any liability of a party hereto for the payment of any amounts of the type described in the immediately preceding clause (i) as a result of a contractual obligation to indemnify any other person.

"Tax Return" shall mean any return or report (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to any Tax Authority.

"Transaction Documents" shall mean, collectively, this Agreement, and each of the other agreements and instruments to be executed and delivered by all or some of the parties hereto in connection with the consummation of the transactions contemplated hereby.

SECTION 9.2 Interpretation. Unless the context otherwise requires, the terms defined in this Agreement shall be applicable to both the singular and plural forms of any of the terms defined herein. All accounting terms defined in this Agreement, and those accounting terms used in this Agreement except as otherwise expressly provided herein, shall have the meanings customarily given thereto in accordance with GAAP as of the date of the item in question. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the neuter gender herein shall be deemed to include the masculine and feminine genders wherever necessary or appropriate, the use of the masculine gender shall be deemed to include the neuter and feminine genders and the use of the feminine gender shall be deemed to include the neuter and masculine genders wherever necessary or appropriate. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

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Exhibit B

MINUTES OF MEETING OF BOARD OF DIRECTORS
OF
James Monroe Capital Corp.

A MEETING OF THE BOARD was held before noon on **April 10, 2007**.

Present was the entire board of Directors either in person or by telephone during the meeting.

Minutes of the prior meeting were read and approved. The members of the board each waived Notice of Meeting and the meeting was chaired by **Frank T. Love**, who also acted as secretary of the meeting.

RESOLVED; that **Free Trading** shares be issued to:

<u>Name & Address</u>	<u>Shares Issued</u>
Haya Abitol	
	544,000,000
Tal Abitol	
	544,000,000
Aurora Capital Shefa Fund, LP	
	4,487,912,591
Aurora Capital Ventures, Inc.	
	4,487,912,591
Benotor Consulting Ltd. BVI	
	4,487,912,591
Ester Cohen	
	1,503,505,024

Joseph Frasko

2,845,244,032

H. S. Kehekur

2,327,504,000

**Ingent Financial Inc.
BVI**

4,487,912,591

Neddy Corp.

4,487,912,519

**Pelland Equities, Inc.
BVI
Gary Spivak**

4,487,912,591

2,327,504,000

Paul Khan

2,300,000,000

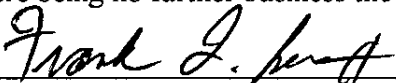
Angela Nelson

699,999,398

**Balance of shares (held for closing) can be sent to:
Wales Holding Corp.
1002 Quentin Road, Suite 3008
Brooklyn, NY 11223**

The foregoing actions were taken pursuant to N.R.S. 78.315 and shall constitute the official action of the Board of Directors, effective as of this 10th day of April, 2007

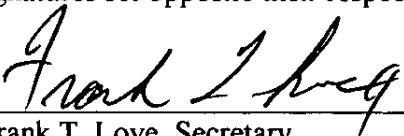
There being no further business the meeting was adjourned.



Frank T. Love, Secretary

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of **James Monroe Capital Corp.** at **Killeen, Texas, on the 10th day of April, 2007** at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation; that the officers named in said resolution have been duly elected or appointed to, and are present incumbents of the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.



Frank T. Love, Secretary