

P96000067477

WAYNE L. ROSS

Requester's Name

215 S. Monroe St. #802

Address

222-7000

Tallahassee FL

City/State/Zip

Phone #

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Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. US DATA Authority Inc/ SUNVEST Re
(Corporation Name) (Document #)
2. Merger
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time 3:00 pm Please! ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☒ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

APR
5/1/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

US DATA AUTHORITY, INC., a Florida corporation P99000004481
,

INTO

SUNVEST RESORTS, INC., a Florida entity, P96000067477

File date: May 1, 2000

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
US DATA AUTHORITY, INC.
INTO
SUNVEST RESORTS, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101, 607.1103, 607.1105 and 607.1107 of the Florida Business Corporation Act (the "Florida Act"), US DATA AUTHORITY, INC., a Florida corporation ("USDA") and SUNVEST RESORTS, INC., a Florida corporation ("SunVest"), adopt the following Articles of Merger to be filed with the Florida Secretary of State:

1. When the merger becomes effective, the USDA shares shall become the property of SunVest and the former holders of the USDA shares shall be entitled only to the right to receive SunVest shares, as provided in the Agreement and Plan of Merger, subject to the rights of dissent prescribed by law (the "Merger").

2. The Agreement and Plan of Merger, dated as of March 15, 2000, by and between, *inter alia*, USDA and SunVest, together with all amendments thereto (the "Merger Agreement"), is set forth as Exhibit A hereto and is made a part hereof.

3. The Merger Agreement was duly approved by USDA's Board of Directors, by unanimous written consent on March 2, 2000 and adopted by the USDA shareholders by written consent, in accordance with Section 607.0704 of the Florida Act, on April 25, 2000. SunVest's Board of Directors duly approved the Merger Agreement by unanimous written consent on March 14, 2000. The approval of Sunvest's shareholders was not required.

4. The Merger shall be effective upon the filing of these Articles of Merger with the Florida Secretary of State.

5. The address of SunVest's principal office is 307 South 21st Avenue, Hollywood, Florida 33020.

6. Effective upon the effectiveness of the Merger, SunVest hereby appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of USDA, and agrees to pay promptly the dissenting shareholders of USDA the amount, if any, to which they are entitled under Section 607.1302 of the Florida Act.

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed and delivered by their authorized officers on this 25th day of April, 2000.

US DATA AUTHORITY, INC.

By: 

Name: Dominick F. Maguire
Title: President

SUNVEST RESORTS, INC.

By: 

Harvey Birdman
Executive Vice President

AGREEMENT AND PLAN OF MERGER

by and among

SUNVEST RESORTS, INC.,
a Florida corporation,

and

SUNVEST SHAREHOLDERS
(as hereinafter defined),

and

US DATA AUTHORITY, INC.

and

USDA SHAREHOLDERS
(as hereinafter defined)

and

Patricia Siegel

And

Windspire Venture Capital LLC

RECEIVED
00 MAY -1 PM 4:45
DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of March ^{15th}, 2000, is entered into by and among SunVest Resorts, Inc., a Florida corporation ("SunVest" or the "Surviving Corporation"), the holders of capital stock of SunVest whose names appear on the signature pages hereof (collectively the "SunVest Shareholders"), US Data Authority, Inc., a Florida corporation ("USDA"), the holders of the capital stock of USDA whose names appear on the signature page hereof (collectively the "USDA Shareholders"), Patricia Siegel, an individual resident of the State of New Jersey ("Siegel") and Windspire Venture Capital LLC, a New Jersey limited liability company ("Windspire").

WITNESSETH:

WHEREAS, the boards of directors of SunVest and USDA, respectively, and the USDA Shareholders, deem it in their best interests for USDA to merge with and into SunVest pursuant to the plan of merger contained herein (the "Merger"); and

WHEREAS, the Merger is intended to qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the others as an inducement to the consummation of the Merger and certain additional agreements related to the Merger; and

WHEREAS, Siegel and Windspire have agreed to make an investment in USDA before and after the merger.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 THE MERGER

1.1 The Merger. At the Effective Time (as hereinafter defined), USDA shall be merged with and into SunVest in accordance with the applicable provisions of Florida law and the separate existence of USDA shall thereupon cease, and SunVest, as the surviving corporation in the Merger, shall continue its corporate existence in accordance with the Florida Business Corporation Act ("Florida Act").

1.2 Effective Time. At the Closing (as hereinafter defined), SunVest shall cause the Merger to be consummated by filing with the Secretary of State of Florida appropriate articles of merger duly executed in accordance with this Agreement and the relevant law. The date and time at which such Articles of Merger are filed is referred to herein as the "Effective Time."

1.3 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any securities of SunVest or of USDA:

(a) Each share of the capital stock of USDA, and all rights with respect thereto, shall be converted into shares of Common Stock, \$.02 par value, of SunVest (the "SunVest Shares") as follows:

Total number of USDA shares capital stock issued and outstanding: 4,500
Number of SunVest Shares for each share of USDA's capital stock: 4,500
Total number of SunVest Shares issued in the Merger: 20,250,000

(b) Each SunVest Share, if any, held in SunVest's treasury shall be canceled and retired without payment of any consideration therefor and shall cease to exist.

(c) The total of 2,500,000 of SunVest Shares issued and outstanding immediately before the Closing Date shall remain issued, outstanding and unchanged after the Effective Time.

(d) Certificates representing the SunVest Shares issued in the Merger shall bear the following legend:

The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, (the "Act") or any state securities laws (the "State Acts"), and are restricted securities. The restricted securities have been acquired for the holder's own account and not with a view to distribute them. Restricted securities must be held indefinitely and may not be sold or otherwise transferred unless they are subsequently registered under said Act and any applicable State Acts or an exemption from such registration is available.

1.4 Articles of Incorporation. The Articles of Incorporation of SunVest as in effect on the date hereof shall be in effect on the Closing Date and shall continue in full force and effect until further changed, altered or amended in the manner prescribed by the provisions of Florida law.

1.5 Bylaws. The Amended and Restated Bylaws of SunVest as in effect on the date hereof shall be in effect on the Closing Date and shall continue in full force and effect until further changed, altered or amended in the manner prescribed by the applicable provisions of Florida law.

1.6 Approval by Shareholders. The Merger has already been approved by the shareholders of USDA and is not subject to approval by the shareholders of SunVest under the provisions of the Florida Act.

1.7 Closing. The closing of the transactions contemplated herein (the "Closing") shall take place on or before the fifth (5th) business day after the satisfaction of all of the conditions and contingencies contained herein, or on such other date as is mutually agreed upon by the parties hereto (such date to be herein referred to as the "Closing Date"). All computations, adjustments, and transfers for the purposes hereof shall be effective as of the close of business on the Closing Date.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF USDA AND THE USDA SHAREHOLDERS

USDA and the USDA Shareholders, jointly and severally, hereby represent and warrant to SunVest as follows, which representations and warranties shall be true and correct upon the date hereof and on the Closing Date:

2.1 Organization; Authority; Due Authorization. USDA is a corporation duly organized and validly existing under the laws of the State of Florida and has all necessary corporate power and authority to own, lease and operate its properties and conduct its business as it is currently being conducted. USDA is duly qualified as a foreign corporation in all jurisdictions in which the conduct of its business or the ownership of its properties requires such qualification and the failure to qualify would be materially harmful to the business or financial condition thereof. USDA has full corporate power and authority to execute and deliver this Agreement and each of the other documents and instruments referenced in this Agreement to be executed and delivered by USDA (the "USDA Merger Documents") and to consummate the transactions contemplated hereby and thereby. This Agreement has been approved by the board of directors of USDA and by the shareholders of USDA. This Agreement and each of the USDA Merger Documents will constitute, when executed and delivered by USDA, a valid and binding obligation of USDA, in each case enforceable against USDA in accordance with its terms.

2.2 No Conflict; No Required Consents. Except as shown on Schedule 2.2 attached hereto, the execution and delivery by USDA of this Agreement and the USDA Merger Documents and the consummation by USDA of the transactions contemplated hereby and thereby do not and will not (a) require the consent, approval or action of, or any filing or notice to, any corporation, firm, person or other entity or any public, governmental or judicial authority; (b) violate the terms of its Articles of Incorporation or Bylaws or the terms of any instrument, document or agreement to which USDA is a party, or by which USDA or the property of USDA is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time, or both) a default under any such instrument, document or agreement, or result in the creation of any lien upon any of the property or assets of USDA; or (c) violate any order, writ, injunction, decree, judgment, ruling, law or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to USDA or the business or assets of USDA.

2.3 Capitalization; Subsidiaries. The authorized capital of USDA consists of 7,500 shares of common stock, par value \$1.00 per share, of which 4,500 are issued and outstanding. All of the issued and outstanding shares are validly issued, fully paid and non-assessable and were issued in compliance with the Securities Act of 1933. Except as shown on Schedule 2.3 attached hereto and Windspire's right to acquire 500 shares of USDA common stock pursuant to the arrangement described in Section 4.5 hereof, USDA has no convertible securities, options, warrants, or other contracts, commitments, agreements, understandings, arrangements or restrictions by which it is bound to issue any additional shares of common stock or other securities except as provided in this Agreement and its shareholders do not have preemptive rights. Schedule 2.3 also sets forth the names of all corporations, partnerships, joint ventures, limited liability companies or other entities in which USDA owns, directly or indirectly, any equity interest (individually, a "USDA Subsidiary," and collectively, the "USDA Subsidiaries") and sets forth the amount of such equity interest.

2.4 Compliance with Laws; No Litigation. USDA is in compliance with all applicable laws, orders, rules and regulations of all governmental bodies and agencies. Except as set forth on Schedule 2.4 attached hereto, there is no action, proceeding or investigation pending or, to USDA's or the USDA Shareholders' knowledge, threatened against or involving or relating to USDA's assets or the operation of its business, nor is there any action or proceeding pending or threatened before any court, tribunal or governmental body seeking to restrain or prohibit or to obtain damages or other relief in connection with the consummation of the transactions contemplated by this Agreement and the USDA Merger Documents, or which might materially and adversely affect USDA's business, assets, or ability to consummate the transactions contemplated by this Agreement and the USDA Merger Documents. USDA is not subject to any judgment, order or decree entered in any lawsuit or proceeding relating to any of its assets or the operation of its business.

2.5 Licenses and Permits. Except as listed on Schedule 2.5 attached hereto, USDA does not hold any license, permit, concession, grant, franchise, approval, certificate, accreditation or authorization (collectively "Licenses and Permits"). None of such Licenses and Permits is subject to any restriction or condition which would limit the full operation of business by the Surviving Corporation after the Merger. USDA has not received notice of any violations in respect of any such License and Permit and no proceeding is pending or, to its or the USDA Shareholders' knowledge, is threatened, which seeks revocation or limitation of any such License and Permit.

2.6 Intellectual Property. Except as listed on Schedule 2.6 attached hereto, USDA does not use any trademark, service mark, trade name, copyright, proprietary software or other material intangible property (collectively "Intellectual Property"). No claims have been asserted and no claims are pending or, to its or the USDA Shareholders' knowledge, threatened by any person or entity, to the use of any such Intellectual Property or challenging or questioning the validity or effectiveness of any state or federal registration of the Intellectual Property and neither USDA nor the USDA Shareholders knows of any basis for such claim.

2.7 Financial Information.

(a) USDA shall have delivered to SunVest a copy of an audited balance sheet and income statement for the period ending December 31, 1999, and shall have delivered its unaudited balance sheet and income statement for the period ending February 29, 2000 (the "USDA Financials").

(b) The USDA Financials (including any related schedules and/or notes), have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, show all liabilities, direct and contingent, required at the time of preparation to be shown in accordance with such principles and fairly present the financial position and results of operations of USDA as of the date thereof and for the period indicated.

(c) Except as set forth on Schedule 2.7 attached hereto, USDA has no liability or obligation (absolute, accrued, contingent or otherwise), including any guaranty with respect to any obligation, except (i) such liabilities or obligations as are fully reflected or reserved against in the USDA Financials; (ii) such liabilities or obligations which are disclosed in any schedule to this Agreement or otherwise in writing to the other parties hereto or which are not material or otherwise are not required to be so disclosed, and (iii) such liabilities or obligations as have been incurred in the ordinary course of business, consistent with past practice since December 31, 1999.

2.8 Tangible Personal Property. Except as listed on Schedule 2.8 attached hereto, USDA does not own or lease any tangible personal property. As of the Closing Date, all of USDA's tangible personal property will be free and clear of any liens, pledges, encumbrances, claims or similar rights of third parties. All of the tangible personal property owned by USDA and all of the leased tangible personal property listed in Schedule 2.8 is in good operating condition, subject to ordinary wear and tear.

2.9 Real Property.

(a) Except as listed on Schedule 2.9(a) attached hereto, USDA does not own or lease, has not agreed to lease or has an obligation to lease any real property (including any improvements thereon) (hereinafter referred to as "USDA's Real Property").

(b) On the Closing Date the USDA Real Property will be free and clear of any and all liens, pledges, encumbrances, claims, leases, licenses, occupants or tenants or similar rights of third parties, except as set forth on Schedule 2.9(b) attached hereto. There are no pending or, to USDA's or the USDA Shareholders' knowledge, threatened condemnation, eminent domain or similar proceedings or litigation or other proceedings affecting the USDA Real Property or any portion or portions thereof. To the knowledge of USDA or the USDA Shareholders, there are no pending or threatened requests, applications or proceedings to alter or restrict any zoning or other use restrictions applicable to the USDA Real Property that would interfere with the conduct of the business of USDA or the use of its assets consistent with past practice, which interference would have a material adverse effect on its business.

2.10 Tax Returns and Payments. All federal, state and local income, franchise, sales, use, payroll, excise, business and license tax returns of USDA required by law (after taking into account lawful extensions) to be filed on or before the Closing Date have been or will be timely filed and USDA has paid or will pay all taxes, including federal, state or local income, franchise, sales, use, payroll, excise, business and license taxes and any penalties and interest or other charges applicable thereto ("Taxes") as shown on such returns and which were due prior to the Closing Date. No audit of the taxes of USDA is currently in progress or has, to USDA's or the USDA Shareholders' knowledge, been scheduled. Also (except as disclosed in Schedule 2.10):

(a) No property of USDA is property that it is or will be required to treat as owned for tax purposes by another person, or is "tax-exempt use property" as defined in Code section 168(h);

(b) USDA has not agreed to or been required to make any adjustment pursuant to Code section 481(a) by reason of any change in accounting method initiated by it; the Internal Revenue

Service has not proposed any such adjustment or change in accounting method; and USDA does not have any application pending with any taxing authority requesting permission for any change in accounting method.

(c) USDA has not been a United States real property holding corporation as defined in Code section 897(c)(2) during the applicable period specified in Code section 897(c)(1)(A)(ii);

(d) USDA has not made any payments, is obligated to make any payments, or is a party to any agreement that under certain circumstances could obligate it to make any payments that will not be deductible under Code section 280G;

(e) USDA has not filed any consent under Code section 341(f);

(f) USDA has never been (i) a member of an affiliated, consolidated, unitary or combined group filing a consolidated, unitary or combined tax return or (ii) a party to any tax allocation, sharing or reimbursement agreement or arrangement;

(g) USDA has no liability for the taxes of any persons under Treas. Reg. §1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise;

(h) USDA is not an obligor on, and none of its assets has been financed directly or indirectly by, any tax-exempt bonds;

(i) USDA has not executed, become subject to, or entered into any closing agreement pursuant to Code section 7121 or any predecessor provision thereof or any similar provision of state, local or foreign law;

(j) USDA does not have pending any ruling requests with any taxing authority; and

(k) USDA has disclosed on its federal income tax returns all positions taken therein that, to the knowledge of USDA or the USDA Shareholders could give rise to a substantial understatement of federal income tax within the meaning of Code section 6662.

2.11 Contracts. Schedule 2.11 attached hereto sets forth a true and complete list of all contracts to which USDA is a party or to which USDA's assets are subject or bound which contemplate an annual payment of at least \$10,000. Except as shown on Schedule 2.11, all such contracts are valid, legally binding and enforceable against the parties thereto and neither USDA nor any other party to any of the contracts is in breach of, or in default under, any of the contracts and, to the knowledge of USDA or the USDA Shareholders, no event has occurred which, with the notice or lapse of time, or both, would constitute a default by USDA or any other party to any of the contracts.

2.12 Insurance. Schedule 2.12 lists all of the insurance policies maintained by USDA, which schedule includes the name of the insurance company, the policy number, a description of the type of insurance covered by such policy, the dollar limit of the policy, and the annual premiums for such policy. USDA will maintain or cause to be maintained such insurance policies in full force and effect through the Closing Date.

2.13 Environmental Matters.

(a) To USDA's or the USDA Shareholders' knowledge, except as disclosed on Schedule 2.13, there is no Hazardous Material within, under, originating from or relating to any of USDA's Real Property.

(b) Neither USDA nor any of its predecessors in interest has received any notice, or request for information issued, promulgated, approved or entered under any Environmental Law.

(c) USDA possesses and is in compliance in all material respects with all permits, licenses, certificates, franchises and other authorizations relating to the Environmental Laws necessary to conduct its business or required by environmental regulations.

(d) USDA has not, during the past five years, been subject to any civil, criminal or administrative action, suit, claim, hearing, notice of violation, investigation, inquiry or proceeding for failure to comply with, or received notice of any violation or potential liability under the Environmental Laws, nor are USDA or USDA Shareholders aware of any information, whether or not confirmed or reported, which could give rise to any such potential liability.

(e) No real property, site or facility (as defined in CERCLA, 42 U.S.C. §9601(9)) owned or operated by USDA is, to the knowledge of USDA or the USDA Shareholders, (i) listed or proposed for listing on the National Priority List or (ii) listed on CERCLIS promulgated pursuant to CERCLA, or any comparable list maintained by any foreign, state or local government authority.

(f) There are and were no underground storage tanks owned or operated by USDA.

(g) To the knowledge of USDA or the USDA Shareholders, there are and were no PCBs in or at any USDA's Real Property or, to the knowledge of USDA or the USDA Shareholders, their prior use, handling, storage, transport or disposal of PCBs has been in compliance with all Environmental Laws.

(h) To the knowledge of USDA or the USDA Shareholders, there is no friable asbestos or asbestos containing materials on or in any of USDA's Real Property and to USDA's or the USDA Shareholders' knowledge, such USDA Real Property complies with the Environmental Laws including but not limited to, Occupational Safety and Health Act regulations with respect to ambient air exposure to asbestos.

(i) USDA has not, by contract, agreed to assume the liability of any other person or entity pursuant to any of the Environmental Laws.

2.14 Employee Relations. Except as set forth on Schedule 2.14 attached hereto to the best knowledge of USDA and the USDA Shareholders, (a) USDA is in compliance in all material respects with all applicable laws respecting employment and employment practices and terms and conditions of employment and wages and hours, including but not limited to those respecting wrongful termination or harassment; and (b) there is no unfair labor practice charge or complaint against or threatened against USDA.

2.15 Absence of Questionable Payments. To the knowledge of USDA or the USDA Shareholders, neither USDA nor any director, officer, agent, employee or other person acting on any of its behalf has (i) used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials or others or established or maintained any unlawful or unrecorded funds in violation of Section 30A of the Exchange Act of 1934, as amended, or any other applicable foreign, federal or state law; or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts.

2.16 Disclosure Statement. The information concerning USDA and the USDA Subsidiaries contained in the SunVest Disclosure Statement referred to in Section 5.3(b) hereof shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

2.17 Benefit Plans and ERISA.

(a) Schedule 2.7 attached hereto sets forth a true and complete list of each "employee benefit plan" (as defined by Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), and any other bonus, profit sharing, pension, compensation, deferred compensation, stock option, stock purchase, fringe benefit, severance, post-retirement, scholarship, disability, sick leave, vacation, individual employment, commission, bonus, or other plan, agreement, policy, trust fund or arrangement (each such plan, agreement, policy, trust fund or arrangement is referred to herein as an "Employee Benefit Plan," and collectively, the "Employee Benefit Plans") that is currently in effect for USDA. USDA has delivered to SunVest, with respect to each Employee Benefit Plan, true and complete copies of the documents embodying and relating to the Employee Benefit Plan, annual reports for the last three years for the Employee Benefit Plan and any related trust, actuarial valuation reports and financial statements for the last three years and each communication involving the Employee Benefit Plan or any related trust to or from the Internal Revenue Service ("IRS"), Department of Labor ("DOL"), Pension Benefit Guaranty Corporation ("PBGC") or any other governmental authority.

(b) With respect to each Employee Benefit Plan, to the knowledge of USDA and the USDA Shareholders, and except as otherwise set forth on Schedule 2.17:

(i) all payments required by the Employee Benefit Plan with respect to all periods through the date hereof have been made;

(ii) there are no violations of or failures to comply with ERISA and the Code with respect to the filing of applicable reports, documents and notices;

(iii) no claim, lawsuit, arbitration or other action has been asserted or instituted or threatened in writing against the Employee Benefit Plan or any trustee or fiduciary thereof;

(iv) the Employee Benefit Plan is not under an audit or investigation by the IRS or the DOL or any other governmental authority and no such completed audit, if any, has resulted in the imposition of any tax, interest or penalty; and

(v) the Employee Benefit Plan may be unilaterally amended or terminated on no more than 90 days notice.

2.18 Customers and Vendors; Distributors and Representatives.

(a) Schedule 2.18(a) attached hereto sets forth a list of the 10 largest (by dollar volume) customers and vendors of USDA during the most recent 12-month period, indicating the existing contractual arrangements, if any, with each such customer or vendor. Except as set forth in Schedule 2.18(a) there are no outstanding disputes with any customer or vendor listed thereon and no customer or vendor listed thereof has ceased to do business with USDA or has stated its intention to cease to do business with USDA.

(b) Schedule 2.18(b) attached hereto sets forth a correct and complete list of the 20 largest (by dollar volume) distributors, representatives and agents for the sale of the products of USDA during the most recent 12-month period and all distributors, representatives and agents to whom USDA has given any exclusive rights with respect to territories or products. Except as set forth in Schedule 2.18(b), there has been no termination of any such distributor, representative or agent nor, to the knowledge of USDA, has any such distributor, representative or agent stated any intention to terminate or materially change the terms of its relationship with USDA.

(c) Except as disclosed in Schedule 2.18(c), none of the officers, directors or shareholders of USDA or members of their immediate families residing in the same household owns, directly or indirectly, individually or collectively, any interest in any corporation, partnership, proprietorship, limited liability company, firm or association which (i) is a competitor or potential

competitor of USDA, or (ii) is a customer or supplier of USDA, provided that this paragraph shall not apply to ownership of less than five percent of a company whose shares are publicly traded.

2.19 Brokers' Fees and Expenses. Neither USDA nor the USDA Shareholders has retained or utilized the services of any broker, finder, or intermediary, or paid or agreed to pay any fee or commission to any other person or entity for or on account of the transactions contemplated hereby, or had any communications with any person or entity that would obligate SunVest or USDA to pay any such fees or commissions.

2.20 Absence of Material Changes. Except as set forth in Schedule 2.20 attached hereto, from December 31, 1999, to the date of this Agreement:

- (a) there has not been any material adverse change in the condition (financial or otherwise) of the business, the liabilities or the assets of USDA;
- (b) there has been no material adverse change in USDA's relations with, nor has USDA lost (or received notice that it is about to lose) any customers, distributors or suppliers with which USDA has significant business relations;
- (c) USDA has operated its business in the ordinary course and has not sold, assigned, or transferred any of its assets, except in the ordinary course of its business consistent with past practice;
- (d) USDA has not made any material changes in the customary methods of operation of its business, including practices and policies relating to purchasing, marketing or selling; and
- (e) USDA did not:
 - (i) incur any indebtedness or other liabilities (whether absolute, accrued, contingent or otherwise) or guarantee any such indebtedness, except in the usual and ordinary course of its business, consistent with past practice;
 - (ii) suffer any damage, destruction or loss of tangible assets, whether or not covered by insurance, in excess of \$50,000;
 - (iii) pay, discharge or satisfy any claims, liabilities or obligations (whether absolute, accrued, contingent or otherwise) except in each case in the ordinary course of business;
 - (iv) cancel any debts or waive any claims or rights of substantial value, except in each case in the ordinary course of business;
 - (v) permit any material insurance policy to be canceled or terminated;
 - (vi) pledge or permit the imposition of any lien on or sell, assign, transfer or otherwise dispose of any of their tangible assets, except the sale of inventory in the ordinary course of business;
 - (vii) sell, assign or otherwise transfer any Intellectual Property;
 - (viii) make any change in any method of accounting or principle of practice;
 - (ix) write up or down the value of inventory or determine as collectible any notes or accounts receivable that were previously considered to be uncollectible, except for write-ups or write-downs and other determinations in the ordinary course of business and consistent with past practice;

(x) grant any general increase in the compensation payable or to become payable to its officers or employees (including any such increase pursuant to any Employee Benefit Plan) or any special increase in the compensation payable or to become payable to any officer or employee, except for (A) normal merit and cost of living increases in the ordinary course of business and in accordance with past practice and (B) increases pursuant to collective bargaining agreements;

(xi) make any loans which in the aggregate exceed \$5,000 to any employee or make any loans to any shareholder, officer or director; or

(xii) make any commitments for capital expenditures in excess of \$10,000 in the aggregate.

2.21 Certain Arrangements. Except as set forth in Schedule 2.21 attached hereto, there are no material transactions between USDA and any shareholder, director, officer, employee, or other affiliate of USDA which are in effect as of the date of this Agreement or that will continue beyond the Closing Date.

2.22 Year 2000 Compliance. Except as set forth on Schedule 2.22 attached hereto, the USDA proprietary software and accompanying documentation is Year 2000 Compliant in all material respects. The term "Year 2000 Compliant" shall mean:

(a) the functions, calculations and other computer processes (collectively, "Processes") of USDA's proprietary software perform on or after January 1, 2000, in a manner substantially the same as the manner in which such Processes performed prior to January 1, 2000, regardless of the date in time on which the Processes are actually performed and regardless of the date of input to USDA's proprietary software, whether before, on or after January 1, 2000, and whether or not the dates are affected by leap years;

(b) USDA's proprietary software accepts, calculates, compares, sorts, extracts, sequences and otherwise processes data inputs and date values, returns and displays date values in a consistent manner regardless of the dates used, whether before, on or after January 1, 2000;

(c) USDA's proprietary software will accept and respond to year data input in a manner that resolves any ambiguities as to the century in a defined, predetermined and appropriate manner; and

(d) USDA's proprietary software stores and displays data information in ways that are unambiguous as to the determination of the century.

2.23 Full Disclosure. The statements, representations and warranties made by USDA or the USDA Shareholders in this Agreement and in the Schedules attached hereto do not contain any untrue statement of a material fact or omit to state a material fact known to USDA or the USDA Shareholders necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SUNVEST AND SUNVEST SHAREHOLDERS

SunVest and the SunVest Shareholders, jointly and severally, hereby represent and warrant to USDA as follows, which representations and warranties shall be true and correct upon the date hereof and on the Closing Date:

3.1 Organization; Authority; Due Authorization. SunVest is a corporation duly organized and validly existing under the laws of the State of Florida and has all necessary corporate power and authority to own, lease and operate its properties and conduct its business as it is currently being conducted.

SunVest is duly qualified as a foreign corporation in all jurisdictions in which the conduct of its business or the ownership of its properties requires such qualification and the failure to qualify would be materially harmful to the business or financial condition thereof. SunVest has full corporate power and authority to execute and deliver this Agreement and each of the other documents and instruments referenced in this Agreement to be executed and delivered by SunVest (the "SunVest Merger Documents") and to consummate the transactions contemplated hereby and thereby. This Agreement has been approved by the board of directors of SunVest. This Agreement and each of the SunVest Merger Documents will constitute, when executed and delivered by SunVest, a valid and binding obligation of SunVest, in each case enforceable against SunVest in accordance with its terms.

3.2 No Conflict; No Required Consents. Except as shown on Schedule 3.2 attached hereto, the execution and delivery by SunVest of this Agreement and the SunVest Merger Documents and the consummation by SunVest of the transactions contemplated hereby and thereby do not and will not (a) require the consent, approval or action of, or any filing or notice to, any corporation, firm, person or other entity or any public, governmental or judicial authority; (b) violate the terms of its Articles of Incorporation or Bylaws or the terms of any instrument, document or agreement to which SunVest is a party, or by which SunVest or the property of SunVest is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time, or both) a default under any such instrument, document or agreement, or result in the creation of any lien upon any of the property or assets of SunVest; or (c) violate any order, writ, injunction, decree, judgment, ruling, law or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to SunVest or the business or assets of SunVest.

3.3 Capitalization; Subsidiaries; Other Assets and Liabilities. The authorized capital of SunVest consists of 25,000,000 shares of common stock, par value \$.02 per share, of which 9,000,000 shares are issued and outstanding and all of which are validly issued, fully paid and nonassessable and were issued in compliance with the Securities Act of 1933. Except as shown on Schedule 3.3 attached hereto, SunVest has no convertible securities, options, warrants, or other contracts, commitments, agreements, understandings, arrangements or restrictions by which it is bound to issue any additional shares of common stock or other securities except as provided in this Agreement and its shareholders do not have preemptive rights. Schedule 3.3 also sets forth all known beneficial owners of more than 5% of the outstanding SunVest Shares and all corporations, partnerships, joint ventures, limited liability companies or other entities in which SunVest owns, directly or indirectly, any equity interest (individually, a "SunVest Subsidiary", and collectively, the "SunVest Subsidiaries") and setting forth the amount of such equity interest. Except for ownership of the SunVest Subsidiaries, SunVest has no other assets and liabilities and, following the distribution of the equity interests of the SunVest Subsidiaries described in Section 5.3(b) hereof, SunVest will have no assets or liabilities.

3.4 Compliance with Laws; No Litigation. SunVest is in compliance with all applicable laws, orders, rules and regulations of all governmental bodies and agencies. Except as set forth on Schedule 3.4 attached hereto, there is no action, proceeding or investigation pending or, to SunVest's or the SunVest Shareholders' knowledge, threatened against or involving or relating to SunVest's assets or the operation of its business, nor is there any action or proceeding pending or threatened before any court, tribunal or governmental body seeking to restrain or prohibit or to obtain damages or other relief in connection with the consummation of the transactions contemplated by this Agreement and the SunVest Merger Documents, or which might materially and adversely affect SunVest's business, assets, or ability to consummate the transactions contemplated by this Agreement and the SunVest Merger Documents. SunVest is not subject to any judgment, order or decree entered in any lawsuit or proceeding relating to any of its assets or the operation of its business.

3.5 Licenses and Permits. Except as listed on Schedule 3.5 attached hereto, SunVest does not hold any Licenses and Permits. None of such Licenses and Permits is subject to any restriction or condition which would limit the full operation of business by the Surviving Corporation after the Merger. SunVest has not received notice of any violations in respect of any such License and Permit and no proceeding is pending or, to its or the SunVest Shareholders' knowledge, is threatened, which seeks revocation or limitation of any such License and Permit.

3.6 Intellectual Property. Except as listed on Schedule 3.6 attached hereto, SunVest does not use any Intellectual Property. No claims have been asserted and no claims are pending or, to its or the SunVest Shareholders' knowledge, threatened by any person or entity, to the use of any such Intellectual Property or challenging or questioning the validity or effectiveness of any state or federal registration of the Intellectual Property and neither SunVest nor the SunVest Shareholders know of any basis for such claim.

3.7 Financial Information.

(a) SunVest shall have delivered to USDA copies of audited consolidated balance sheets as of December 31, 1998 and December 31, 1999, and consolidated statements of income, cash flow and shareholders' equity for the fiscal years ending December 31, 1998 and December 31, 1999, and shall have delivered its unaudited consolidated balance sheet and consolidated statement of income for the period ending February 29, 2000 (the "SunVest Financials").

(b) The SunVest Financials (including any related schedules and/or notes), have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, show all liabilities, direct and contingent, required at the time of preparation to be shown in accordance with such principles and fairly present the financial position and results of operations of SunVest and the SunVest Subsidiaries as of the date thereof and for the period indicated.

(c) Except as set forth on Schedule 3.7 attached hereto, neither SunVest nor any SunVest Subsidiary has any liability or obligation (absolute, accrued, contingent or otherwise), including any guaranty with respect to any obligation, except (i) such liabilities or obligations as are fully reflected or reserved against in the SunVest Financials; (ii) such liabilities or obligations which are disclosed in any Schedule to this Agreement or otherwise in writing to the other parties hereto or which are not material or otherwise are not required to be so disclosed, and (iii) such liabilities or obligations as have been incurred in the ordinary course of business, consistent with past practice since December 31, 1999.

3.8 Tangible Personal Property. Except as listed on Schedule 3.8 attached hereto, SunVest does not own or lease any tangible personal property. As of the Closing Date, all of SunVest's tangible personal property will be free and clear of any liens, pledges, encumbrances, claims or similar rights of third parties. All of the tangible personal property owned by SunVest and all of the leased tangible personal property listed in Schedule 3.8 is in good operating condition, subject to ordinary wear and tear.

3.9 Real Property.

(a) Except as listed on Schedule 3.9 attached hereto, SunVest does not own, lease, nor has SunVest agreed to lease or has an obligation to lease any real property (including any improvements thereon) (hereinafter referred to as "SunVest Real Property").

(b) On the Closing Date, the SunVest Real Property will be free and clear of any and all liens, pledges, encumbrances, claims, leases, licenses, occupants or tenants or similar rights of third parties, except as set forth on Schedule 3.9 attached hereto. There are no pending or, to the SunVest's or the SunVest Shareholders' knowledge, threatened condemnation, eminent domain or similar proceedings or litigation or other proceedings affecting the SunVest Real Property or any portion or portions thereof. To the knowledge of SunVest or the SunVest Shareholders, there are no pending or threatened requests, applications or proceedings to alter or restrict any zoning or other use restrictions applicable to the SunVest Real Property that would interfere with the conduct of the business of SunVest or the use of its assets consistent with past practice, which interference would have a material adverse effect on its business.

3.10 Tax Returns and Payments. All federal, state and local income, franchise, sales, use, payroll, excise, business and license tax returns of SunVest and each SunVest Subsidiary required by law (after taking into account lawful extensions) to be filed on or before the Closing Date have been or will be timely filed and SunVest and each SunVest Subsidiary has paid or will pay all taxes, including federal, state or local income, franchise, sales, use, payroll, excise, business and license taxes and any penalties and interest or other charges applicable thereto ("Taxes") as shown on such returns and which were due prior to

the Closing Date. No audit of the taxes of SunVest and each SunVest Subsidiary is currently in progress or has, to SunVest's or the SunVest Shareholders' knowledge, been scheduled. Also (except as disclosed in Schedule 3.10):

(a) No property of SunVest or any SunVest Subsidiary is property that it is or will be required to treat as owned for tax purposes by another person, or is "tax-exempt use property" as defined in Code section 168(h);

(b) neither SunVest nor any SunVest Subsidiary has ever agreed to or been required to make any adjustment pursuant to Code section 481(a) by reason of any change in accounting method initiated by it; the Internal Revenue Service has not proposed any such adjustment or change in accounting method; and neither SunVest nor any SunVest Subsidiary has any application pending with any taxing authority requesting permission for any change in accounting method;

(c) neither SunVest nor any SunVest Subsidiary has been a United States real property holding corporation as defined in Code section 897(c)(2) during the applicable period specified in Code section 897(c)(1)(A)(ii);

(d) neither SunVest nor any SunVest Subsidiary has made any payments, is obligated to make any payments, or is a party to any agreement that under certain circumstances could obligate it to make any payments that will not be deductible under Code section 280G;

(e) neither SunVest nor any SunVest Subsidiary has filed any consent under Code section 341(f);

(f) neither SunVest nor any SunVest Subsidiary has ever been (i) a member of an affiliated, consolidated, unitary or combined group filing a consolidated, unitary or combined tax return except such a group comprised of SunVest and the SunVest Subsidiaries or (ii) a party to any tax allocation, sharing or reimbursement agreement or arrangement;

(g) neither SunVest nor any SunVest Subsidiary has any liability for the taxes of any persons under Treas. Reg. §1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise;

(h) neither SunVest nor any SunVest Subsidiary is an obligor on, and none of its assets has been financed directly or indirectly by, any tax-exempt bonds;

(i) neither SunVest nor any SunVest Subsidiary has executed, become subject to, or entered into any closing agreement pursuant to Code section 7121 or any predecessor provision thereof or any similar provision of state, local or foreign law;

(j) neither SunVest nor any SunVest Subsidiary has pending any ruling requests with any taxing authority; and

(k) Each of SunVest and each SunVest Subsidiary has disclosed on its federal income tax returns all positions taken therein that, to the knowledge of SunVest, the Controlling Shareholders or such SunVest Subsidiary, could give rise to a substantial understatement of federal income tax within the meaning of Code section 6662.

3.11 Contracts. Schedule 3.11 attached hereto sets forth a true and complete list of all contracts to which SunVest is a party or to which SunVest's assets are subject or bound. Except as shown on Schedule 3.11, all such contracts are valid, legally binding and enforceable against the parties thereto and neither SunVest nor any other party to any of the contracts is in breach of, or in default under, any of the contracts and, to the knowledge of SunVest or the SunVest Shareholders, no event has occurred which, with the notice or lapse of time, or both, would constitute a default by SunVest or any other party to any of the contracts.

3.12 Insurance. Schedule 3.12 lists all of the insurance policies maintained by SunVest, which schedule includes the name of the insurance company, the policy number, a description of the type of insurance covered by such policy, the dollar limit of the policy, and the annual premiums for such policy. SunVest will maintain or cause to be maintained such insurance policies in full force and effect through the Closing Date.

3.13 Environmental Matters.

(a) To SunVest's or the SunVest Shareholders' knowledge, except as disclosed on Schedule 3.13, there is no Hazardous Material within, under, originating from or relating to any of SunVest Real Property.

(b) Neither SunVest nor any of the SunVest Subsidiaries nor any of its predecessors in interest has received any notice, or request for information issued, promulgated, approved or entered under any Environmental Law.

(c) SunVest possesses and is in compliance in all material respects with all permits, licenses, certificates, franchises and other authorizations relating to the Environmental Laws necessary to conduct its business or required by environmental regulations.

(d) SunVest has not, during the past five years, been subject to any civil, criminal or administrative action, suit, claim, hearing, notice of violation, investigation, inquiry or proceeding for failure to comply with, or received notice of any violation or potential liability under the Environmental Laws, nor is any of them or any SunVest Shareholder aware of any information, whether or not confirmed or reported, which could give rise to any such potential liability.

(e) No real property, site or facility (as defined in CERCLA, 42 U.S.C §9601(9)) owned or operated by SunVest is, to the knowledge of SunVest or the SunVest Shareholders, (i) listed or proposed for listing on the National Priority List or (ii) listed on CERCLIS promulgated pursuant to CERCLA, or any comparable list maintained by any foreign, state or local government authority.

(f) There are and were no underground storage tanks owned or operated by SunVest or any SunVest Subsidiary.

(g) To the knowledge of SunVest or the SunVest Shareholders, there are and were no PCBs in or at any SunVest Real Property or, to the knowledge of SunVest or the SunVest Shareholders, their prior use, handling, storage, transport or disposal of PCBs has been in compliance with all Environmental Laws.

(h) To the knowledge of SunVest or the SunVest Shareholders, there is no friable asbestos or asbestos containing materials on or in any of SunVest's Real Property and to SunVest's or the SunVest Shareholders' knowledge, such SunVest Real Property complies with the Environmental Laws including but not limited to, Occupational Safety and Health Act regulations with respect to ambient air exposure to asbestos.

(i) SunVest has not, by contract, agreed to assume the liability of any other person or entity pursuant to any of the Environmental Laws.

3.14 Employee Relations. Except as set forth on Schedule 3.14 attached hereto, (a) SunVest is in compliance in all material respects with all applicable laws respecting employment and employment practices and terms and conditions of employment and wages and hours, including but not limited to those respecting wrongful termination or harassment; and (b) there is no unfair labor practice charge or complaint against SunVest or (to its or the SunVest Shareholders' knowledge) threatened.

3.15 Absence of Questionable Payments. To the knowledge of SunVest or the SunVest Shareholders, neither SunVest nor any SunVest Subsidiary nor any director, officer, agent, employee or other person acting on any of its behalf has (i) used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials or others or established or maintained any unlawful or unrecorded funds in violation of Section 30A of the Exchange Act of 1934, as amended, or any other applicable foreign, federal or state law; or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts.

3.16 Benefit Plans. Neither SunVest nor any of the SunVest Subsidiaries maintains any Employee Benefit Plans.

3.17 Shares to be Delivered. All of the SunVest Shares, when issued and delivered to the shareholders of USDA pursuant to this Agreement, will be duly authorized, validly issued, fully paid and non-assessable shares of Common Stock of SunVest, free and clear of all liens, encumbrances and claims of every kind and nature except restrictions against transferability without compliance with applicable federal and state securities laws.

3.18 Brokers' Fees and Expenses. Neither SunVest nor any SunVest Shareholder has retained or utilized the services of any broker, finder, or intermediary, or paid or agreed to pay any fee or commission to any other person or entity for or on account of the transactions contemplated hereby, or had any communications with any person or entity that would obligate SunVest or USDA to pay any such fees or commissions.

3.19 Absence of Material Changes. Except as set forth in Schedule 3.19 attached hereto, from December 31, 1999, to the date of this Agreement:

(a) there has not been any material adverse change in the condition (financial or otherwise) of the business, the liabilities or the assets of SunVest or any of the SunVest Subsidiaries;

(b) there has been no material adverse change in SunVest's relations with, nor has SunVest lost (or received notice that it is about to lose) any customers, distributors or suppliers with which SunVest has significant business relations;

(c) SunVest has operated its business in the ordinary course and has not sold, assigned, or transferred any of its assets, except in the ordinary course of its business consistent with past practice;

(d) SunVest has not made any material changes in the customary methods of operation of its business, including practices and policies relating to purchasing, marketing or selling; and

(e) Neither SunVest nor any SunVest subsidiary did:

(i) incur any indebtedness or other liabilities (whether absolute, accrued, contingent or otherwise) or guarantee any such indebtedness, except in the usual and ordinary course of its business, consistent with past practice;

(ii) suffer any damage, destruction or loss of tangible assets, whether or not covered by insurance, in excess of \$50,000;

(iii) pay, discharge or satisfy any claims, liabilities or obligations (whether absolute, accrued, contingent or otherwise) except in each case in the ordinary course of business;

(iv) cancel any debts or waive any claims or rights of substantial value, except in each case in the ordinary course of business;

(v) permit any material insurance policy to be canceled or terminated;

(vi) pledge or permit the imposition of any lien on or sell, assign, transfer or otherwise dispose of any of their tangible assets, except the sale of inventory in the ordinary course of business;

(vii) sell, assign or otherwise transfer any Intellectual Property;

(viii) make any change in any method of accounting or principle of practice;

(ix) write up or down the value of inventory or determine as collectible any notes or accounts receivable that were previously considered to be uncollectible, except for write-ups or write-downs and other determinations in accordance with GAAP and in the ordinary course of business and consistent with past practice;

(x) grant any general increase in the compensation payable or to become payable to its officers or employees (including any such increase pursuant to any Employee Benefit Plan) or any special increase in the compensation payable or to become payable to any officer or employee, except for (A) normal merit and cost of living increases in the ordinary course of business and in accordance with past practice and (B) increases pursuant to collective bargaining agreements;

(xi) make any loans which in the aggregate exceed \$5,000 to any employee or make any loans to any shareholder, officer or director; or

(xii) make any commitments for capital expenditures in excess of \$10,000 in the aggregate.

3.20 Certain Arrangements. Except as set forth in Schedule 3.20 attached hereto, there are no material transactions between SunVest and any shareholder, director, officer, employee, or other affiliate of SunVest which are in effect as of the date of this Agreement or that will continue beyond the Closing Date.

3.21 Year 2000 Compliance. Except as set forth on Schedule 3.21 attached hereto, the SunVest's proprietary software and accompanying documentation is Year 2000 Compliant in all material respects. The term "Year 2000 Compliant" shall mean:

(a) the functions, calculations and other computer processes (collectively, "Processes") of SunVest's proprietary software perform on or after January 1, 2000, in a manner substantially the same as the manner in which such Processes performed prior to January 1, 2000, regardless of the date in time on which the Processes are actually performed and regardless of the date of input to SunVest's proprietary software, whether before, on or after January 1, 2000, and whether or not the dates are affected by leap years;

(b) SunVest's proprietary software accepts, calculates, compares, sorts, extracts, sequences and otherwise processes data inputs and date values, returns and displays date values in a consistent manner regardless of the dates used, whether before, on or after January 1, 2000;

(c) SunVest's proprietary software will accept and respond to year data input in a manner that resolves any ambiguities as to the century in a defined, predetermined and appropriate manner; and

(d) SunVest's proprietary software stores and displays data information in ways that are unambiguous as to the determination of the century.

3.22 Full Disclosure. The statements, representations and warranties made by SunVest or the SunVest Shareholders in this Agreement and in the Schedules attached hereto do not contain any untrue statement of a material fact or omit to state a material fact known to SunVest or the SunVest Shareholders

necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

3.23 No Liability for Subsidiaries. SunVest has acted at all times solely as a holding company with no operating assets. All operations of the business holdings of SunVest have been conducted solely and exclusively by and through the SunVest Subsidiaries. To the best of SunVest's knowledge, SunVest has not and will not have any liability for any of the current or future obligations of any of the SunVest Subsidiaries.

ARTICLE 4 COVENANTS OF USDA

4.1 Conduct of Business Pending Merger. USDA covenants and agrees that, unless SunVest consents in writing, as may be otherwise provided herein or as may be necessary for USDA to consummate the transactions described in Section 4.5 hereof, between the date hereof and the Closing:

(a) it shall carry on its business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted and shall use all reasonable efforts to preserve intact its present business organizations, keep available the services of its present officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing business shall not be impaired in any material respect at the Closing Date;

(b) it shall not amend or propose to amend its Articles or Certificate of Incorporation or Bylaws;

(c) it shall not: (i) increase the compensation payable or to become payable to its officers or employees, except for cash bonuses consistent with past practice as to the amount and category or employees, increases in salaries and wages of employees consistent with past practice, or grant any severance or termination pay to or enter into any employment or severance agreement with any of its directors, officers or other employees; (ii) establish, adopt, enter into or make any new grants or awards under or amend any employee benefit plan or other arrangement, plan or policy with one or more of its directors, officers or employees; or (iii) establish, adopt, enter into or amend any Employee Benefit Plan;

(d) it shall not settle or compromise any material claims or litigation or, except in the ordinary and usual course of business, modify, amend or terminate any of its material contracts or waive, release or assign any material rights or claims;

(e) it shall not permit any material insurance policy to be canceled or terminated, except in the ordinary and usual course of business;

(f) it shall not commit a breach of, or default under, any material contract, agreement, license or instrument to which it is a party or to which any of its assets may be subject, or violate any applicable law, regulation, ordinance, order, injunction or decree or any other requirement of any governmental body or court, relating to its assets or business if such breach, default or violation is reasonably likely to result in a material adverse effect;

(g) it shall not, except in the ordinary course of business (i) factor, discount or otherwise accept less than full payment with regard to accounts receivable or other amounts due; (ii) delay payment on, or otherwise alter the payment terms of, accounts payable or pay the amounts due thereunder later than the stated date for payment thereof; or (iii) sell any inventory at less than fair market value or make any bulk sale of such inventory, or fail to maintain inventory at ordinary, customary levels;

(h) it shall not, except as expressly permitted by this Agreement, take any action that would or is reasonably likely to result in any of their representations and warranties set forth in this

Agreement being untrue in any material respect, or in any of the conditions in this Agreement set forth in Article 6 not being satisfied;

(i) it shall not (i) authorize capital expenditures in excess of \$50,000 or make any acquisition of, or investment in, assets or stock of any other person; (ii) acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof; (iii) assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations or any person or make any loans or advances; (iv) enter into any material contract or agreement other than in the ordinary course of business; or (v) enter into or amend in any respect any material contract, agreement, commitment or arrangement with respect to any of the matters set forth in this Section 4.1(i);

(j) it shall not issue, sell, pledge, lease, dispose of, encumber or authorize the issuance, sale, pledge, lease, disposition or encumbrance of, (i) any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, or any other ownership interest, or (ii) any assets that are material, alone or in the aggregate except for the sale of products in the ordinary course of business and consistent with past practice;

(k) it shall not make any tax election or settle or compromise any material federal, state, local or foreign income tax liability;

(l) it shall not (i) declare or pay any dividends on or make other distributions in respect of any of its capital stock, (ii) split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iii) repurchase or otherwise acquire any shares of its capital stock;

(m) it shall maintain its real and personal properties in as good a state of operating condition and repair as they are on the date of this Agreement, except for ordinary wear and tear or insured casualty in amounts less than \$50,000;

(n) it shall not terminate or modify any material leases, contracts, Licenses and Permits or other authorizations or agreements affecting its business or its real and/or personal properties, or the operation thereof, or enter into any additional lease or contract requiring expenditure by it of amounts in excess of \$50,000 affecting such properties or the operation thereof;

(o) no liens, encumbrances, obligations or liabilities relating to it, whether absolute or contingent (including litigation claims), shall be discharged, satisfied or paid, other than liabilities shown on USDA's Financials and liabilities incurred after the date thereof in the ordinary course of business, and no such discharge, satisfaction or payment shall be effected other than in accordance with the ordinary payment terms relating to the liability discharged, satisfied or paid; and

(p) it shall not make any changes in accounting methods, principles or practices.

4.2 Access. USDA, prior to the Closing Date, shall provide SunVest with full access to, and will make available for inspection and review, all properties, personnel, books, records and accounts in order that SunVest may have full opportunity to make such investigation as it shall desire to make of the affairs of USDA, provided, however, that any inspection or review shall be conducted by SunVest in a manner so as to minimize interference with USDA's conduct of its business and any information obtained as a result of such inspection or review shall be maintained by SunVest in confidence and not disclosed to any other person or entity without the prior written consent of USDA. No investigation by SunVest shall affect the representations and warranties made herein by USDA and the USDA Shareholders.

4.3 Press Releases. USDA shall consult with SunVest as to the form and substance of any public disclosures related to this Agreement and will not issue any press release in connection with this Agreement without the prior written consent of SunVest, which shall be presumed to have been given if no

written communication is received by USDA from SunVest within three (3) days after receipt by SunVest of a draft press release from USDA.

4.4 USDA Business Plan and AT&T Contract. USDA shall deliver to SunVest (a) a copy of its Business Plan (the "USDA Business Plan"), which shall contain, *inter alia*, USDA's management's best good faith estimates regarding the prospects of the business and financial condition of USDA for at least the next three (3) years and (b) a true and correct copy of all agreements setting forth the current contractual arrangement between USDA and AT&T Corp. (the "AT&T Contract").

4.5 Investment by Siegel and Windspire. USDA shall:

(a) Simultaneously with the execution of this Agreement, consummate a transaction whereby it shall have sold 55.56 shares of its Common Stock to each of Siegel and Windspire for \$50,000 in cash each;

(b) Simultaneously with the execution of this Agreement, execute and deliver the appropriate documents pursuant to which Windspire shall have agreed to purchase, and USDA shall have agreed to sell to Windspire, an additional 444.44 shares of USDA common stock for \$900 per share in cash in accordance with the following schedule: 166.6 shares at the Effective Time and 111.11 shares on or before each of the 30th and 60th day after the Effective Time and 55.56 shares on the 90th day after the Effective Time.

In connection with the investment by Siegel and Windspire it is agreed and understood that (i) Siegel and Windspire, collectively, shall be entitled to elect two out of the five directors of USDA, (ii) Siegel and Windspire shall have, and USDA is hereby granting Siegel and Windspire, the typical, co-called "piggyback" registration rights and (iii) by its execution of this Agreement, SunVest is hereby assuming all of USDA's obligations under this Section 4.5 and any and all documents executed and delivered by USDA under Section 4.5(b) hereof, including, as a result, the obligation to issue to Windspire 4,500 SunVest Shares for each share of USDA common stock which Windspire is entitled to purchase as described in Section 4.5(b) hereof upon tender by Windspire to SunVest of the appropriate consideration.

ARTICLE 5 COVENANTS OF SUNVEST

5.1 Conduct of Business Pending Merger. SunVest covenants and agrees that, unless USDA consents in writing, or as may be otherwise provided herein, between the date hereof and the Closing:

(a) it shall carry on its business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted and shall use all reasonable efforts to preserve intact its present business organization, keep available the services of its present officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing business shall not be impaired in any material respect at the Closing Date, except that it shall, prior to the Closing Date, make the distribution described in Section 5.3(b) hereof;

(b) it shall not amend or propose to amend its Articles of Incorporation or Bylaws;

(c) it shall not: (i) increase the compensation payable or to become payable to their officers or employees, except for cash bonuses consistent with past practice as to the amount and category or employees, increases in salaries and wages of employees consistent with past practice, or grant any severance or termination pay to or enter into any employment or severance agreement with any of its directors, officers or other employees; (ii) establish, adopt, enter into or make any new grants or awards under or amend any employee benefit plan or other arrangement, plan or policy with one or more of its directors, officers or employees; or (iii) establish, adopt, enter into or amend any Employee Benefit Plan;

(d) it shall not settle or compromise any material claims or litigation or, except in the ordinary and usual course of business, modify, amend or terminate any of its material contracts or waive, release or assign any material rights or claims;

(e) it shall not permit any material insurance policy to be canceled or terminated, except in the ordinary and usual course of business;

(f) it shall not commit a breach of, or default under, any material contract, agreement, license or instrument to which it is a party or to which any of its assets may be subject, or violate any applicable law, regulation, ordinance, order, injunction or decree or any other requirement of any governmental body or court, relating to its assets or business if such breach, default or violation is reasonably likely to result in a material adverse effect;

(g) it shall not, except in the ordinary course of business (i) factor, discount or otherwise accept less than full payment with regard to accounts receivable or other amounts due; (ii) delay payment on, or otherwise alter the payment terms of, accounts payable or pay the amounts due thereunder later than the stated date for payment thereof; or (iii) sell any inventory at less than fair market value or make any bulk sale of such inventory, or fail to maintain inventory at ordinary, customary levels;

(h) it shall not, except as expressly permitted by this Agreement, take any action that would or is reasonably likely to result in any of their representations and warranties set forth in this Agreement being untrue in any material respect, or in any of the conditions in this Agreement set forth in Article 7 not being satisfied;

(i) it shall not (i) authorize capital expenditures in excess of \$50,000 or make any acquisition of, or investment in, assets or stock of any other person; (ii) acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof; (iii) assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any person or make any loans or advances; (iv) enter into any material contract or agreement other than in the ordinary course of business; or (v) enter into or amend in any respect any material contract, agreement, commitment or arrangement with respect to any of the matters set forth in this Section 5.1(i);

(j) Except with respect to the issuance of any stock upon the exercise of any stock option or warrants outstanding on the date hereof, SunVest shall not issue, sell, pledge, lease, dispose of, encumber or authorize the issuance, sale, pledge, lease, disposition or encumbrance of, (i) any shares of capital stock of any class, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of capital stock, or any other ownership interest, or (ii) any assets that are material, alone or in the aggregate except for the sale of products in the ordinary course of business and consistent with past practice and the distribution described in Section 5.3(b) hereof;

(k) it shall not make any tax election or settle or compromise any material federal, state, local or foreign income tax liability;

(l) it shall not (i) except as part of the distribution described in Section 5.3(b) hereof, declare or pay any extraordinary dividends on or make other distributions in respect of any of its capital stock, (ii) except as part of the reverse stock split described in Section 5.3(a) hereof, split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iii) repurchase or otherwise acquire any shares of its capital stock;

(m) it shall maintain its real and personal properties in as good a state of operating condition and repair as they are on the date of this Agreement, except for ordinary wear and tear or insured casualty in amounts less than \$50,000;

(n) it shall not terminate or modify any material leases, contracts, Licenses and Permits or other authorizations or agreements affecting its business or its real and/or personal properties, or the operation thereof or enter into any additional lease or contract requiring expenditure by SunVest of amounts in excess of \$50,000 affecting such properties or the operation thereof;

(c) No liens, encumbrances, obligations or liabilities relating to it, whether absolute or contingent (including litigation claims), shall be discharged, satisfied or paid, other than liabilities shown on its financial statements delivered hereunder and liabilities incurred after the date thereof in the ordinary course of business and in normal amounts, and no such discharge, satisfaction or payment shall be effected other than in accordance with the ordinary payment terms relating to the liability discharged, satisfied or paid; and

(p) it shall not make any changes in accounting methods, principles or practices.

5.2 Access. Prior to the Closing Date, SunVest shall provide USDA with full access to, and will make available for inspection and review, all properties, personnel, books, records and accounts in order that USDA may have full opportunity to make such investigation as it shall desire to make of the affairs of SunVest and the SunVest Subsidiaries, provided, however, that any inspection or review shall be conducted by USDA in a manner so as to minimize interference with SunVest's conduct of its business and any information obtained as a result of such inspection or review (except for information which is already public information) shall be maintained by USDA in confidence and not disclosed to any other person or entity without the prior written consent of SunVest. No investigation by USDA shall affect the representations and warranties made herein by SunVest and the SunVest Shareholders.

5.3 Specific Actions Before and at Closing. Before Closing, SunVest shall:

- (a) effect a 3.6:1 reverse stock split of its Common Stock;
- (b) effect a distribution of the equity interests of the SunVest Subsidiaries to the shareholders of SunVest pro-rata, where such distribution shall have been approved by the board of directors and shall have been accompanied by a Disclosure Statement (herein so called) containing summary financial information about SunVest and USDA, SunVest's management's position regarding the income tax consequences of the distribution and such other information as may be necessary or appropriate to be included in a disclosure statement of this type; and
- (c) cause its present directors to duly elect five (5) nominees of USDA as SunVest's directors, with the present directors of SunVest resigning effective as of the Closing Date.

5.4 Press Releases. SunVest shall consult with USDA as to the form and substance of any public disclosures related to this Agreement and will not issue any press release in relation to this Agreement without the prior written consent of USDA, which consent shall be presumed to have been given if no written communication is received by SunVest from USDA within three (3) days after receipt by USDA of a draft press release from SunVest.

ARTICLE 6 CONDITIONS PRECEDENT TO OBLIGATION OF SUNVEST TO CLOSE

Each and every obligation of SunVest under this Agreement to be performed on or prior to the Closing shall be subject to the fulfillment, on or prior to the Closing, of each of the following conditions:

6.1 Representations and Warranties True at Closing. The representations and warranties made by USDA and the USDA Shareholders in or pursuant to this Agreement or given on their behalf hereunder shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date.

6.2 Obligations Performed. (a) The transactions described in Section 4.5 hereof shall have been effected in accordance with their terms and (b) USDA shall have performed and complied with all

other covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

6.3 Closing Deliveries. USDA shall have delivered to SunVest each of the following, together with any additional items which SunVest may reasonably request to effect the transactions contemplated herein:

- (a) the Articles of Merger duly executed by USDA;
- (b) a certified copy of the resolutions of the board of directors of USDA and resolutions of the shareholders of USDA authorizing and approving the Merger and the execution, delivery and performance of this Agreement and the USDA Merger Documents, together with an incumbency certificate with respect to the officers of USDA executing documents or instruments on behalf of USDA;
- (c) a certificate of the President of USDA certifying as to the matters set forth in Sections 6.1 and 6.2 hereof and as to the satisfaction of all other conditions set forth in this Article 6;
- (d) written consents from all parties, including parties to all leases and Contracts, whose consent to the Merger is required;
- (e) the corporate minute book, seal and stock transfer book of USDA and its predecessors (if any) certified by the corporate secretary (in form and substance acceptable to SunVest) as being true, correct and complete;
- (f) stock certificates representing all of the issued and outstanding shares of capital stock of USDA; and
- (g) investment representations and questionnaire in the form attached hereto as Schedule 6.3(g) executed by the shareholders of USDA as required in connection with SunVest's reliance on an exemption from registration of the SunVest Shares to be issued to the shareholders of USDA under the Securities Act of 1933.

6.4 No Challenge. There shall not be pending or threatened any action, proceeding or investigation before any court or administrative agency by any government agency or any pending action by any other person, challenging, or seeking material damages in connection with, the acquisition by SunVest of USDA's assets pursuant to the Merger or the ability of SunVest to own and operate USDA or otherwise materially adversely affecting the business, assets, prospects, financial condition or results of operations of USDA.

6.5 No Material Adverse Change. Since the date of this Agreement, there shall have been no material adverse changes in the business, financial condition, results of operations and/or assets (without giving effect to the consequences of the transactions contemplated by this Agreement) of USDA.

ARTICLE 7 CONDITIONS PRECEDENT TO USDA'S OBLIGATIONS TO CLOSE

Each and every obligation of USDA under this Agreement to be performed on or prior to the Closing, shall be subject to the fulfillment, on or prior to the Closing, of each of the following conditions:

7.1 Representations and Warranties True at Closing. The representations and warranties made by SunVest and the SunVest Shareholders in or pursuant to this Agreement or given on their behalf hereunder shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date.

7.2 Obligations Performed. SunVest shall have performed and complied with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

7.3 Closing Deliveries. SunVest shall have delivered to USDA each of the following, together with any additional items which USDA may reasonably request to effect the transactions contemplated herein:

- (a) the Articles of Merger duly executed by SunVest;
- (b) certified copies of the resolutions of the board of directors of SunVest authorizing and approving the execution, delivery and performance of this Agreement by SunVest and the SunVest Merger Documents, together with an incumbency certificate with respect to the officers of SunVest executing documents or instruments on behalf of SunVest;
- (c) a certificate of the President of SunVest certifying as to the matters set forth in Sections 7.1 and 7.2 hereof and as to the satisfaction of all other conditions set forth in this Article 7; and
- (d) written confirmation from SunVest's transfer agent that stock certificates evidencing the SunVest Shares have been issued in the name of the shareholders of USDA.

7.4 No Challenge. There shall not be pending or threatened any action, proceeding or investigation before any court or administrative agency by any government agency or any pending action by any other person, challenging or seeking material damages in connection with, the acquisition by SunVest of USDA's assets pursuant to the Merger or the ability of SunVest to own and operate or otherwise materially adversely affecting the business prospects, financial condition or results of operations of SunVest.

7.5 No Material Adverse Change. Since the date of this Agreement there shall have been no material adverse changes in the business, financial condition, results of operations and/or assets (without giving effect to the consequences of the transactions contemplated by this Agreement) of SunVest.

ARTICLE 8 TERMINATION

8.1 Termination. This Agreement may be terminated as follows:

- (a) at any time by mutual written consent of SunVest and USDA;
- (b) by either SunVest or USDA, if the Closing does not occur on or before May 31, 2000;
- (c) by SunVest if (i) copies of the USDA Business Plan, AT&T Contract and USDA Financials are not delivered to SunVest on or before April 14, 2000, or (ii) it delivers to USDA, on or before April 21, 2000, a written notice that it is dissatisfied with the results of its due diligence review of USDA, such notice containing an explanation of the basis for such dissatisfaction; or
- (d) by USDA if (i) a copy of the SunVest Financials are not delivered to USDA on or before April 14, 2000, or (ii) it delivers to SunVest, on or before April 21, 2000, a written notice that it is dissatisfied with the results of its due diligence review of SunVest, such notice containing an explanation of the basis for such dissatisfaction.

8.2 Effects of Termination. In the event this Agreement is terminated pursuant hereto, no party hereto shall have any obligations to any other party hereto. Without limiting the generality of the foregoing, upon termination of this Agreement, it is specifically agreed and understood that any and all

agreements among Siegel, Windspire and USDA contemplated under Section 4.5 hereof to be performed after the date of such termination, and all of SunVest's obligations related thereto, shall automatically become null and void. Nothing herein shall preclude, however, any action or claim for damages to which any party is otherwise entitled as a result of breach by another party hereto. In the event of any termination, each of the parties shall promptly return to the other, all documents and other written information received from the other in connection with the transactions contemplated by this Agreement. All information received by any of the parties shall be kept confidential in accordance with Sections 4.2 and 5.2 hereof.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Survival. The representations, warranties, covenants and agreements contained in this Agreement and in other documents delivered at the Closing shall survive the Closing for a period ending on the first anniversary date of the Closing and shall thereafter cease to be of any force and effect, except for (a) claims as to which notice has been given prior to such date and which are pending on such date and (b) representations and warranties relating to taxes, ERISA, and Environmental Matters, each of which shall survive until the end of the statute of limitations applicable to the underlying claim. Neither such survival nor the liability of any party with respect to the party's representations and warranties shall be reduced by any investigation made at any time by or on behalf of any party.

9.2 Severability. If any provision of this Agreement is prohibited by the laws of any jurisdiction as those laws apply to this Agreement, that provision shall be ineffective to the extent of such prohibition and/or shall be modified to conform with such laws, without invalidating the remaining provisions hereof.

9.3 Modification. This Agreement may not be changed or modified except in writing specifically referring to this Agreement and signed by each of the parties hereto.

9.4 Survival; Binding Agreement. Except as otherwise provided herein, the terms and conditions hereof shall survive the Closing and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

9.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.6 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given if personally delivered, sent by facsimile or e-mail, sent by a recognized overnight delivery service which guarantees next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below.

If to USDA:

US Data Authority, Inc.
3500 NW Boca Raton Boulevard, Suite 904
Boca Raton, FL 33431
Attn: Dominick F. Maggio
Phone: (561) 368-0032
FAX: (561) 395-5425
E-Mail: dmaggio@usda.net or dfmaggio@aol.com

with a copy to:

Michael A. Littman, P.C.
10200 N. 44th Avenue
Wheat Ridge, CO 80033
Phone: (303) 422-8127
FAX: (303) 422-7796
E-mail: MALATTYCO@aol.com

If to SunVest:

SunVest Resorts, Inc.
307 South 21st Avenue
Hollywood, Florida 33020
Attn: Harvey Birdman
Phone: (954) 922-6070
FAX: (954) 921-5080
E-mail: HBSunVest@AOL.com

with a copy to:

Dinur & Associates, P.C.
One Lakeside Commons
990 Hammond Drive, Suite 760
Atlanta, Georgia 30328
Attn: Daniel D. Dinur
Phone: (770) 395-3170
FAX: (770) 395-3171
E-mail: dinurlaw@mindspring.com

or at such other address as any party hereto notifies the other parties hereto in writing.

9.7 Entire Agreement; No Third Party Beneficiaries This Agreement, together with the Schedules attached hereto, constitutes the entire agreement and supersedes any and all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any person other than SunVest and USDA, and, after the Closing Date, the shareholders of the Surviving Corporation, any rights or remedies hereunder.

9.8 Further Assurances. The parties to this Agreement agree to execute and/or deliver, either before or after Closing, any further documents or agreements contemplated hereby and/or necessary or appropriate to effectuate and consummate the transactions contemplated hereby.

9.9 Waivers. Any term or condition of this Agreement may be waived only by the party to whom the benefit of such term or condition runs and only if that party signs a writing to such effect. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, irrespective of similarity, or shall constitute a continuing waiver unless otherwise expressly provided. No failure or delay on the part of any party exercising any right, power or privilege under any term or condition of this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.

9.10 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned, directly, indirectly, voluntarily or by operation of law, by any party to this Agreement, except with the written consent of the other party hereto.

9.11 Headings. The headings of the articles and sections contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.12 Expenses. Except as otherwise expressly specified herein, each of the parties shall bear its own expenses associated with the negotiation and execution of the Agreement and the consummation of the transactions contemplated hereby, including without limitation legal and accounting fees and expenses.

[Signatures appear on next page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

US Data Authority, Inc., a Florida corporation

By: Dominick F. Maggio, Pres.
Dominick F. Maggio, President
And Chief Operating Officer

"USDA Shareholders"
(As to Article 2 only)

Big Sky & Associates, LLC

By: David J. Applebaum, Manager
David J. Applebaum, Manager

SunVest Resorts, Inc., a Florida corporation

Patricia Siegel
(as to Section 4.5 only)

By: Harvey Birdman, Executive Vice President

Windspire Venture Capital LLC
A New Jersey limited liability company

"SunVest Shareholders"
(as to Article 3 only)

By: Melvyn B. Siegel
Melvyn B. Siegel
Managing Member
(as to Section 4.5 only)

Herbert Hirsch

Harvey Birdman

Louis Birdman

Diane Birdman

Bonita Hirsch

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

US Data Authority, Inc., a Florida corporation

By: *Dominick F. Maggio*, Pres.
Dominick F. Maggio, President
and Chief Operating Officer

"USDA Shareholders"
(as to Article 2 only)

Patricia Siegel
Patricia Siegel
(as to Section 4.5 only)

Windspire Venture Capital LLC
a New Jersey limited liability company

By: *Melvin B. Siegel*
Melvin B. Siegel
Managing Member

SunVest Resorts, Inc., a Florida corporation

By: *Harvey Birdman*
Harvey Birdman, Executive Vice President

"SunVest Shareholders"
(as to Article 3 only)

Herbert Hirsch
Herbert Hirsch

Harvey Birdman
Harvey Birdman

Louis Birdman
Louis Birdman

Diane Birdman
Diane Birdman

Donita Hirsch
Donita Hirsch

**Schedules 3.2, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10,
3.11, 3.12, 3.13, 3.14, 3.19, 3.20 and 3.21**

NONE

Schedule 3.3

A. Convertible Securities, Etc.

None

B. 5% or More Beneficial Owners

1. Harvey Birdman
2. Diane Birdman
3. Louis Birdman
4. Herbert Hirsch
5. Norman Berman

B. Subsidiaries.

1. Colony Plaza Development, Inc., a Florida corporation;
2. Cove Development, Inc., a Florida corporation;
3. Telshare, Inc., a New Jersey corporation – inactive since 1996; and
4. Lakeshore Club Development, L.C., a Florida limited liability company.