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MERGER OR SHARE EXCHANGE

CO-ADVANTAGE RESOURCES, INC.

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Merger
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19

ARTICLES OF MERGER
Merger Sheet

MERGING:

ZEROCHAOS, INC., a Florida corporation, document number P99000110369

INTO

CO-ADVANTAGE RESOURCES, INC., a Florida entity, P97000027812

File date: September 14, 2001

Corporate Specialist: Karen Gibson

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STATE OF FLORIDA
ARTICLES OF MERGER
OF
ZEROCHAOS, INC.
A FLORIDA CORPORATION
INTO
CO-ADVANTAGE RESOURCES, INC.
A FLORIDA CORPORATION

FILED
01 SEP 14 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between ZEROCHAOS, INC., a Florida Corporation ("Zerochaos") and CO-ADVANTAGE RESOURCES, INC., a Florida Corporation ("Coadvantage").

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned corporations adopt the following Articles of Merger:

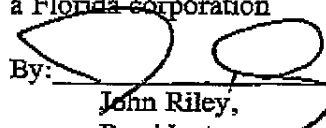
1. The Agreement and Plan of Merger dated August 22, 2001 ("Agreement"), between Zerochaos and Coadvantage was approved and adopted by the shareholders of Zerochaos on August 22nd, 2001 and was adopted by the shareholders of Coadvantage on August 22nd, 2001.
2. Pursuant to the Agreement, all issued and outstanding shares of Zerochaos' stock will be acquired by means of a merger of Zerochaos into Coadvantage with Coadvantage the surviving corporation. ("Merger").
3. The Agreement is attached as Exhibit A and incorporated by reference as if fully set forth.
4. Pursuant to §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be 12:01 a.m. October 1, 2001.

Signed as of the 22 day of August, 2001.

CO-ADVANTAGE RESOURCES INC.,
a Florida corporation

By: 
Dayne Williams,
President

ZEROCHAOS, INC.,
a Florida corporation

By: 
John Riley,
President

S:\CO-ADVANT\ZeroChaos\coadvantage articles of merger

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EXHIBIT A

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01 SEP 14 PM 12:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDAAGREEMENT AND PLAN OF MERGER
AND REORGANIZATION

22 This AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement"), made this day of August, 2000, by and among ZEROCHAOS, INC., a Florida corporation ("ZC") and CO-ADVANTAGE RESOURCES, INC., a Florida corporation ("Coadvantage").

WITNESSETH:

WHEREAS, the Boards of Directors of ZC and Coadvantage have approved this Agreement and deem it advisable and in the best interests of each corporation and its respective shareholders to enter into this Agreement and the other agreements contemplated herein and consummate the transactions contemplated hereby and thereby; and

WHEREAS, the Parties have determined to effect a plan of reorganization that qualifies as a tax-free reorganization under Section 368 (a) of the Code;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, representations, warranties and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby specifically agreed to and acknowledged, the parties hereto agree as follows:

I. DEFINITIONS.

As used herein, the following terms shall have the following meanings unless the context otherwise requires:

- 1.1 "Agreement" shall mean this Agreement and Plan of Merger and Reorganization.
- 1.2 "Articles of Merger" shall have the meaning set forth in Section 2.1.3(b)
- 1.3 "Business Day" shall mean a day other than a Saturday, Sunday, or other on which commercial banks in Orlando, Florida are authorized or required to close.
- 1.4 "Claims" shall mean any and all claims, demands, suits, proceedings, actions or causes of action of any kind or character whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, direct or indirect, however arising, whether at law or in equity, or pursuant to administrative rule or regulation or otherwise.
- 1.5 "Closing" shall mean the consummation of the transactions provided for in this Agreement.
- 1.6 "Closing Date" shall have the meaning set forth in Section 2.1.3(a).
- 1.7 "Coadvantage" shall have the meaning set forth in the preamble herein.
- 1.8 "Coadvantage Common Stock" shall mean the Class A voting common stock, \$.10 par value of Coadvantage.
- 1.9 "Code" shall mean the Internal Revenue Code of 1986, as amended.
- 1.10 "Confidential Information" means all information concerning a given Party obtained by another Party in connection with the transactions contemplated by this Agreement, including, without limitation, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, information relating to sales records, profit and performance reports, sales and training manuals, selling and pricing procedures, financing methods, the special demands of particular customers, the current and anticipated demands of customers, specifications of any new products or services under development, and any other such information treated by the Party providing the Confidential Information as being confidential or labeled "Confidential."

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as well as all physical embodiments of any of the foregoing, except information (i) ascertainable or obtained from public information; (ii) received from a third party not employed by or otherwise affiliated with the Party providing such Confidential Information; or (iii) which is or becomes known to the public other than through a breach of this Agreement by the receiving Party or by any of the receiving Party's representatives.

1.11 "Consent" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including but not limited to any Governmental Body.

1.12 "Effective Time" shall have the meaning set forth in Section 2.1.3(b).

1.13 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.14 "Financial Statements" shall have the meaning set forth in Section 3.4.1.

1.15 "GAAP" shall have the meaning set forth in Section 3.4.1.

1.16 "Governmental Approvals" means any Consent of, with, or to any Governmental Body.

1.17 "Governmental Body" shall mean any foreign, federal, state, local or other governmental authority or regulatory body.

1.18 "Intellectual Property Rights" means all (i) patents, patent applications, patent disclosures and inventions; (ii) internet domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith; (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof; (iv) mask works and registrations and applications for registration thereof; (v) computer software, data, data bases and documentation thereof; (vi) trade secrets and other Confidential Information (including ideas, formulas, compositions, inventions, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information); (vii) other intellectual property rights; and (viii) copies and tangible embodiments thereof (in whatever form or medium).

1.19 "Interim Balance Sheet" shall mean the balance sheet included within the Interim Financial Statement.

1.20 "Interim Financial Statement Date" shall mean June 30, 2001.

1.21 "Interim Financial Statements" shall have the meaning set forth in Section 3.4.

1.22 "Legal Requirements" means laws, ordinances, codes, rules, regulations, standards, judgments, and other requirements of all governmental, administrative, or judicial entities.

1.23 "Liens" shall mean any liens, equities, claims, mortgages, deeds of trust, charges, security interests, pledges, possibilities of reversion, restrictions or encumbrances whatsoever.

1.24 "Material Adverse Change" shall mean any event, occurrence, fact, condition, change, or effect that is or could reasonably be expected to be materially adverse to the business, assets, liabilities, prospects, results from operations or financial or other condition of ZC.

1.25 "Material Contracts" shall have the meaning set forth in Section 3.12.

1.26 "Merger" shall have the meaning set forth in Section 2.1.1.

1.27 "Merger Consideration" shall have the meaning set forth in Section 2.2.1.

1.28 "1933 Act" shall mean the Securities Act of 1933, as amended.

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- 1.29 "Parties" shall mean ZC and Coadvantage.
- 1.30 "Party" shall mean either ZC or Coadvantage, respectively.
- 1.31 "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, estate, unincorporated organization or Governmental Body.
- 1.32 "Real Property" shall mean that property described in Section 3.6.9.
- 1.33 "SEC" shall mean the Securities and Exchange Commission.
- 1.34 "Surviving Corporation" shall have the meaning set forth in Section 2.1.1.
- 1.35 "Tax" or "Taxes" shall mean any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, transfer or excise tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, imposed by any Governmental Body.
- 1.36 "Tax Returns" shall mean any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.
- 1.37 "2000 Financial Statements" shall have the meaning set forth in Section 3.4.
- 1.38 "ZC" shall have the same meaning set forth in the preamble hereto.
- 1.39 "ZC Common Stock" shall mean the common stock, \$.0001 par value of ZC.
- 1.40 "ZC Shareholders" shall mean the holders of ZC Common Stock as of the Effective Time.

II. EXCHANGE OF SHARES; COVENANTS.

2.1 The Merger.

2.1.1 Merger of ZC with and into Coadvantage. Upon the terms and conditions set forth in this Agreement, at the Effective Time, ZC shall be merged with and into Coadvantage, and the separate existence of ZC shall cease (the "Merger"). Coadvantage shall continue as the Surviving Corporation of said Merger (the "Surviving Corporation").

2.1.2 Effect of Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the Florida Business Corporation Act.

2.1.3 Closing; Effective Time.

(a) The consummation of the Merger and the other transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Coadvantage, 111 W. Jefferson Street, Suite 100, Orlando, Florida, or any other location agreed upon by the Parties, on or before September 28, 2001, or such other place and date agreed to by the Parties. The "Closing Date" shall be the date on which closing actually occurs.

(b) Subject to the provisions of this Agreement, articles of merger (the "Articles of Merger") shall be duly prepared and executed in accordance with the Florida Business Corporation Act and simultaneously with or as soon as practicable following the Closing delivered to the Secretary of State of the State of Florida for filing. The Merger shall become effective upon the later of: (a) the date and time of the filing of the Articles of Merger with the Secretary of State of the State of Florida; or (b) such other date and time as is provided in such Articles of Merger (the "Effective Time"). The parties anticipate that the Effective Time will be 12:01 a.m. on October 1, 2001.

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2.1.4 Articles of Incorporation and Bylaws; Directors and Officers. Upon the Effective Time:

- (a) the Articles of Incorporation of Coadvantage shall continue as the Articles of Incorporation of the Surviving Corporation;
- (b) the Bylaws of Coadvantage shall continue as the Bylaws of the Surviving Corporation; and
- (c) The officers and directors of Coadvantage shall continue as the officers and directors of the Surviving Corporation.

2.2 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of ZC Common Stock or Coadvantage Common Stock:

2.2.1 ZC Common Stock. Each issued and outstanding share of ZC Common Stock not owned by Coadvantage, that is outstanding immediately prior to the Effective Time, shall be converted into the right to receive 2,412,071 shares of Coadvantage Common Stock, including fractional shares. The aggregate shares of Coadvantage Common Stock into which all shares of ZC Common Stock will be converted into the right to receive is referred to herein as the "Merger Consideration."

2.2.2 Cancellation of ZC Shares owned by Coadvantage/Treasury Stock. All shares of ZC Common Stock owned by Coadvantage shall be cancelled and all rights in respect thereof shall cease. All shares of ZC Common Stock that are owned by ZC as treasury stock shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

2.2.3 Effect on ZC Common Stock. All such shares of ZC Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the shares of Coadvantage Common Stock to be issued or paid in connection therefor upon the surrender of such certificate in accordance with Section 2.3. Such Coadvantage Common Stock shall remain subject to the terms of any shareholders agreements previously entered into with respect to the ZC Common Stock.

2.2.4 Effect on Outstanding ZC Options and Warrants. Except as otherwise agreed by any option or warrant holder, as otherwise provided in any applicable stock option plan or agreement, or as otherwise provided in any warrant, all then outstanding options and warrants to purchase ZC Common Stock shall be converted into an option or warrant on the same terms and conditions to acquire, upon exercise thereof, such number of shares of Coadvantage Common Stock that a holder of a like number of shares of ZC Common Stock could acquire pursuant to Section 2.2.1, had the option or warrant been exercised immediately prior to the Effective Time, with the exercise price per share of the option or warrant being adjusted accordingly.

2.3 Exchange of Certificates.

2.3.1 Delivery of Certificates. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing ZC Common Stock may surrender the same to Coadvantage and such holder shall be entitled upon such surrender to receive a certificate or certificates representing the number of shares of Coadvantage Common Stock into which shares of ZC Common Stock theretofore represented by such certificate shall have been converted. Until so surrendered, each outstanding ZC Common Stock certificate which, prior to the Effective Time represented shares of ZC Common Stock, shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the shares of Coadvantage Common Stock into which such shares shall have been converted. No dividend payable to the holders of record of Coadvantage Common Stock as of any date subsequent to the Effective Time shall be paid to the holder of any outstanding certificate representing ZC Common Stock until such certificate shall be so surrendered; but upon such surrender of any such outstanding certificate, there shall be paid to the record holder of the certificate or certificates for shares of Coadvantage Common Stock issued upon such surrender the amount of the dividends, if any, which theretofore became payable with respect to such Coadvantage Common Stock.

2.3.2 No Further Ownership Rights in ZC Stock. All shares of Coadvantage Common Stock issued upon the surrender for exchange of shares of ZC Common Stock in accordance with the terms hereof shall be deemed

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to have been issued in full satisfaction of all rights pertaining to such shares of ZC Common Stock, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of ZC Common Stock which were outstanding immediately prior to the Effective Time.

2.3.3 Stock Legends. The shares of Coadvantage Common Stock to be issued in the Merger shall be characterized as "restricted securities" under the 1933 Act, and each certificate representing any of such shares shall bear a legend identical or similar in effect to the following legend (together with any other legend or legends required by applicable state securities laws or otherwise):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD, OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT REGISTRATION IS NOT REQUIRED.

III. REPRESENTATIONS AND WARRANTIES OF ZC.

ZC represents and warrants to, and for the benefit of, Coadvantage, to the best of ZC's knowledge, as follows:

3.1 Organization, Standing and Foreign Qualification. ZC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the full power and authority (corporate and otherwise) to carry on its business in the places and as it is now being conducted and to own and lease the properties and assets which it now owns or leases.

3.2 Capitalization. All the issued and outstanding shares of capital stock of ZC have been validly authorized and issued, are fully paid and non-assessable, have not been issued in violation of any pre-emptive rights or of any federal or state securities law, and no personal liability attaches to the ownership thereof.

3.3 Authority and Status. ZC has the capacity and authority to execute and deliver this Agreement, to perform hereunder, and to consummate the transactions contemplated hereby without the necessity of any act or consent of any other person whomsoever. The execution, delivery and performance by ZC of this Agreement and each and every agreement, document, and instrument provided for herein have been duly authorized and approved by the Board of Directors of ZC. This Agreement and each and every agreement, document, and instrument executed, delivered and performed by ZC and the ZC Shareholders in connection herewith constitute the valid and legally binding obligations of ZC, or the ZC Shareholders, as the case may be, enforceable against each of them in accordance with their respective terms, except as enforceability may be limited by applicable equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect affecting the enforcement of creditors' rights generally. ZC has provided to Coadvantage true, correct and complete copies of the Articles of Incorporation and the Bylaws of ZC.

3.4 Financial Statements, Liabilities and Obligations of ZC.

3.4.1 ZC has provided Coadvantage with true, correct and complete copies of ZC's statements of assets and liabilities as of December 31, 2000 and the related statements of revenues and expenses, retained earnings and cash flows for the year then ended (the "2000 Financial Statements"). ZC has provided Coadvantage with a true, correct and complete copy of ZC's statements of assets and liabilities as of June 30, 2001 (the "Interim Financial Statement Date"), and the related statements of revenues and expenses, retained earnings and cash flows for the six (6)-month period then ended (the "Interim Financial Statements"). The 2000 Financial Statements and the Interim Financial Statements (collectively, the "Financial Statements") have been prepared from and are in complete accordance with the books and records of ZC, are true, complete and accurate statements of the financial position of ZC as of their respective dates, have been prepared in accordance with generally accepted accounting principles, consistently applied ("GAAP"), fairly and accurately present the financial position and results of operations of ZC as of the respective dates thereof, and disclose all liabilities of ZC, whether absolute, contingent, accrued or otherwise, existing as of the respective dates thereof subject in the case of the Interim Financial Statement to year end adjustments occurring in the ordinary course of business, none of which individually or in the aggregate would be material.

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3.4.2 Except as set forth on Schedule 3.4.2, ZC has no liability or obligation (whether accrued, absolute, contingent or otherwise) except for (i) the liabilities and obligations of ZC which are disclosed and reserved against in the Interim Financial Statement, to the extent and in the amounts so disclosed and reserved against, and (ii) immaterial liabilities incurred or accrued in the ordinary course of business since the Interim Financial Statement Date. To the best of ZC's knowledge, there is no basis for any assertion against ZC as of the Interim Financial Statement Date of any liability of any nature or in any amount not fully accrued and appearing on the balance sheet as of that date.

3.4.3 Except as disclosed in the Interim Financial Statement, ZC is not in default with respect to any liabilities or obligations, and all such liabilities or obligations shown and reflected in the Interim Financial Statement, and such liabilities incurred or accrued subsequent to the Interim Financial Statement Date have been, or are being, paid or discharged as they become due, and all such liabilities and obligations were incurred in the ordinary course of business.

3.5 Taxes. (a) ZC has, as of the date hereof, and will have, as to the Closing Date, timely and accurately filed all Tax Returns required to have been filed on or before such dates; (b) all Taxes shown to be due on the Tax Returns referred to in clause (a), including without limitation all withholding or other payroll-related taxes shown on such returns, have been or will be timely paid or deposited and all required estimated taxes have been or will be timely paid or deposited; (c) ZC has not waived any statute of limitations in respect of Taxes of ZC or agreed to an extension of time with respect to an assessment of taxes or deficiency; (e) no issues that have been raised or threatened in writing by the relevant taxing authority in connection with the examination of the Tax Returns referred to in clause (a) are currently pending; and (f) all deficiencies asserted or assessments made as a result of any examination of the Tax Returns referred to in clause (a) by a taxing authority have been paid in full. ZC has not been a member of an affiliated group filing a consolidated federal income tax return. ZC does not have, nor will have any liability for the Taxes of any Person other than ZC (A) under Treas. Reg. § 1.1502-6 (or any similar provision of state, local, or foreign law), (B) as a transferee or successor, (C) by contract, or (D) otherwise.

3.6 Ownership of Assets and Leases.

3.6.1 ZC has provided Coadvantage with a list of the fixed and tangible assets of ZC as regularly maintained by ZC, including, but not limited to, all machinery and equipment, office furniture and equipment and all vehicles owned by ZC.

3.6.2 ZC has good and marketable title to all of the assets described in Section 3.6.1 and all other fixed or tangible assets of ZC subject to no mortgage, pledge, lien, security interest, conditional sale agreement, encumbrance, charge or adverse claim whatsoever.

3.6.3 Except for certain copiers and office equipment, none of the properties or assets used by ZC are held under any lease, or as conditional vendee under any conditional sale or other title retention agreement. A list of all leases of all machinery and equipment of which ZC is a lessee, including respective expiration dates and monthly rentals, has been provided to Coadvantage.

3.6.4 Each of the leases and agreements described in Section 3.6.3 is in full force and effect and constitutes a legal, valid and binding obligation of ZC and the other respective parties thereto and is enforceable in accordance with its terms, and there is not under any of such leases or agreements existing any default of ZC or of any other parties thereto (or event or condition which, with notice or lapse of time, or both, would constitute a default).

3.6.5 Except for leased personal computers in the ordinary course of business, none of the property of ZC described in Section 3.6.1 or 3.6.3 is leased by ZC to any other person or entity.

3.6.6 ZC either owns or leases all assets which are necessary to conduct its business.

3.6.7 Except pursuant to this Agreement, ZC is not a party to any contract or obligation whereby there has been granted to anyone an absolute or contingent right to purchase, obtain or acquire any rights in any of the assets, properties or operations which are owned by ZC.

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3.6.8 Except to the extent reserved for in the Financial Statements, all of the accounts receivable of ZC as of the Closing Date and all of the notes receivable of ZC as of the Closing Date are *bona fide*, reflect actual transactions, have arisen in the ordinary course of business and will not be subject to any offset or counterclaim.

3.6.9 The Real Property located at 111 W. Jefferson Street, Suite 100, Orlando, Florida and at 2 South Orange Avenue, 6th Floor, Orlando, Florida is the only real estate leased by ZC, and is subleased by ZC from Coadvantage. The above-referenced subleases are in full force and effect and constitute legal, valid and binding obligations of ZC and the other respective parties thereto and are enforceable in accordance with their terms, and there is not under such subleases existing any default of ZC or of any other party thereto (or event or condition which, with notice or lapse of time, or both, would constitute a default).

3.6.10 None of the Real Property described in Section 3.6.9 is leased by ZC to any other person or entity.

3.6.11 There is no Real Property used by ZC which is not described in Section 3.6.9. ZC leases all Real Property which is necessary to conduct its business.

3.7 Sufficiency of Assets. The assets described in Sections 3.6.1, 3.6.3 and 3.6.9 comprise all the assets employed primarily in connection with ZC's business and include all rights, properties and other assets necessary to permit the Surviving Corporation to conduct the ZC's business immediately following the Closing as currently conducted.

3.8 Agreement Does Not Violate Other Instruments. The execution and delivery of this Agreement and the other agreements contemplated hereby by ZC, the performance by ZC and the ZC Shareholders of their respective obligations hereunder and thereunder and the consummation by ZC and the ZC Shareholders of the transactions contemplated hereby and thereby will not (a) contravene any provision of the Articles of Incorporation or Bylaws of ZC; (b) violate or conflict with any law, statute, ordinance, rule, regulation, decree, writ, injunction, judgment, ruling or order of any Governmental Body or of any arbitration award which is either applicable to, binding upon, or enforceable against ZC; (c) conflict with, result in any breach of, or constitute a default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any Material Contract which is applicable to, binding upon or enforceable against ZC or the Shareholders; (d) result in or require the creation or imposition of any Lien upon or with respect to any of the property or assets of ZC; (e) give to any individual or entity a right or claim against ZC, which would have a material adverse effect on ZC or Coadvantage; or (f) require the consent, approval, authorization or permit of, or filing with or notification to, any Governmental Body, any court or tribunal, or any other Person.

3.9 Absence of Changes. Since the date of the Interim Financial Statement, ZC has not suffered any Material Adverse Change.

3.10 Litigation. There is no suit, action, proceeding, claim or investigation pending, threatened against or affecting ZC, and to the best knowledge of ZC, there exists no basis or grounds for any such suit, action, proceeding, claim or investigation.

3.11 Licenses and Permits: Compliance With Law. ZC holds all licenses, certificates, permits, franchises and rights from all appropriate federal, state or other public authorities necessary for the conduct of its business and the use of the Assets. A list of all such licenses, certificates, permits, franchises and rights has been provided to Coadvantage. ZC has conducted and is presently conducting its business so as to comply in all material respects with all applicable statutes, ordinances, rules, regulations and orders of any governmental authority. Further, ZC is neither presently charged with, nor to the best of ZC's knowledge, under governmental investigation with respect to any actual or alleged violation of any statute, ordinance, rule or regulation, nor presently the subject of any pending or threatened adverse proceeding by any regulatory authority having jurisdiction over its properties or operations. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in the termination of any license, certificate, permit, franchise or right held by ZC.

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3.12 Contracts, Agreements and Instruments Generally.

3.12.1 ZC has provided Coadvantage with a true and complete list of all contracts, agreements, commitments and other instruments (whether oral or written) to which ZC is a party that involve the receipt of revenue or an expenditure by ZC or require the performance of services or delivery of goods to, by, through, on behalf of or for the benefit of ZC, in each case in excess of \$5,000 per year ("Material Contracts").

3.12.2 All the Material Contracts are valid and binding upon ZC and the other parties thereto and are in full force and effect and enforceable in accordance with their terms, except as enforceability may be affected by bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and general principles of equity relating to the availability of equitable remedies. Neither ZC nor, to the best knowledge of ZC, any other party to any such contract, commitment or arrangement has breached any provision of, or is in default under, the terms thereof. To ZC's knowledge, there are no facts or circumstances that would prevent ZC's contracts and agreements from maturing upon performance by ZC into accounts receivable collectible in the aggregate in amounts consistent in all material respects with historical experience. ZC has not received any payment from any contracting party in connection with or as an inducement for entering into any contract, agreement, policy or instrument except for payment for actual services rendered or to be rendered by ZC consistent with amounts historically charged for such services.

3.13 Intellectual Property.

3.13.1 Exhibit 3.13.1 attached hereto contains a complete and accurate list of all (a) patented or registered Intellectual Property Rights owned or used by ZC; (b) pending patent applications and applications for other registrations of Intellectual Property Rights filed by or on behalf of ZC; and (c) material unregistered Intellectual Property Rights owned or used by ZC. Exhibit 3.13.1 also contains a complete and accurate list of all licenses and other rights granted by ZC to any Person with respect to any Intellectual Property Rights and all licenses and other rights granted by any Person to ZC with respect to any Intellectual Property Rights, in each case identifying the subject Intellectual Property Rights. ZC owns and possesses all right, title and interest to, or has the right to use pursuant to a valid and enforceable license, all Intellectual Property Rights necessary for the operation of its business as presently conducted and as presently proposed to be conducted, free and clear of all Liens and claims of any nature whatsoever. It is not and will not be necessary to utilize any Intellectual Property Rights of any third party or any of ZC's employees developed, invented or made prior to or during their employment by ZC except for any such Intellectual Property Rights that have previously been assigned to ZC pursuant to a valid and enforceable license or are otherwise owned by ZC free and clear of all Liens and claims of any nature whatsoever. No loss or expiration of any Intellectual Property Right is threatened, pending or, to ZC's knowledge, reasonably foreseeable. ZC has taken commercially reasonable steps to maintain and protect the Intellectual Property Rights which it owns and uses.

3.13.2 (a) There have been no claims made against ZC asserting the invalidity, misuse or unenforceability of any of the Intellectual Property Rights owned or used by ZC and there is no basis for any such claim; (b) ZC has not received any notices of, and has no knowledge of any facts which indicate a likelihood of, any infringement or misappropriation by, or conflict with, any third party with respect to any Intellectual Property Rights (including any demand or request that ZC license any rights from a third party); (c) to the best of ZC's knowledge, the conduct of ZC's business has not infringed, misappropriated or conflicted with and does not infringe, misappropriate or conflict with any Intellectual Property Rights of other Persons; and (d) to the best of ZC's knowledge, the Intellectual Property Rights owned by or licensed to ZC have not been infringed, misappropriated or conflicted by other Persons.

3.14 Labor Matters. Within the last three (3) years ZC has not been the subject of any union activity or labor dispute, nor has there been any strike of any kind called or threatened to be called against it; and, to the best of ZC's knowledge, ZC has not violated any federal, state, or other governmental statutes, regulations, or ordinances relating to employment and labor matters including, without limitation, the provisions of Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination), 42 U.S.C. § 1981 (discrimination), 42 U.S.C. §§ 621-634 (the Age Discrimination in Employment Act), 29 U.S.C. § 206 (equal pay), Executive Order 11246 (race, color, religion, sex, and national origin discrimination), Executive Order 11141 (age discrimination), § 503 of the Rehabilitation Act of 1973 (handicap discrimination), 42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act), 29 U.S.C. §§ 2001-2654 (Family and Medical Leave Act), 29 U.S.C. §§ 651-678 (occupational safety and health) and requirements relating to the documentation of the nationality of employees. There has not been, and to the best of ZC's knowledge, there will not be, any adverse change in relations with employees and independent contractors of ZC as a result of the transactions contemplated by this Agreement. The staffing and employment levels of ZC are now sufficient to run its business at

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levels of production, sales, marketing and administration consistent with the levels of production, sales, marketing and administration for the prior fiscal year.

3.15 Insurance. The insurance policies maintained by ZC, with respect to their amounts and types of coverage, are adequate to insure fully against risks to which ZC and the Assets are exposed. Since the beginning of ZC's fiscal year, there has not been any change in ZC's relationship with its insurers or in the premiums payable pursuant to such policies.

3.16 Exhibits. All Exhibits attached hereto are true, correct and complete as of the date of this Agreement. Matters disclosed on each Exhibit shall be deemed disclosed only for purposes of the matters to be disclosed on such Exhibit and shall not be deemed to be disclosed for any other purpose unless expressly provided therein.

3.17 Disclosure and Absence of Undisclosed Liabilities. No representation or statement contained herein or in any certificate, schedule, list, exhibit or other instrument furnished to Coadvantage pursuant to the provisions hereof contains or will contain any untrue statement of any material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.18 Ownership of Company Stock; Title. Each ZC Shareholder is the owner of record and beneficiary of the ZC Common Stock set forth on Exhibit 3.18 hereof and has, and shall transfer to Coadvantage at the Closing, good and marketable title to the ZC Common Stock owned by him or her, free and clear of any and all Liens, and restrictions on transfer (other than restrictions on transfer imposed by applicable federal and state securities laws), proxies and voting, or other agreements. None of the Shareholders is a party to any option, warrant, purchase right or other contract or commitment that could require any Shareholder to sell, transfer or otherwise dispose of the ZC Common Stock (other than pursuant to this Agreement).

IV. REPRESENTATIONS AND WARRANTIES OF COADVANTAGE.

Coadvantage represents and warrants to, and for the benefit of, ZC, to the best of Coadvantage's knowledge, as follows:

4.1 Organization and Standing. Coadvantage is a duly organized and validly existing corporation in good standing under the laws of the State of Florida, and has the full power and authority (corporate and otherwise) to carry on its business in the places and as it is now being conducted and to own and lease the properties and assets which it now owns or leases.

4.2 Authority and Status. Coadvantage has the capacity and authority to execute and deliver this Agreement, to perform hereunder, and to consummate the transactions contemplated hereby without the necessity of any act or consent of any other person whomsoever. The execution, delivery and performance by Coadvantage of this Agreement and each and every agreement, document, and instrument provided for herein have been duly authorized and approved by its Board of Directors. This Agreement and each and every other agreement, document, and instrument to be executed, delivered and performed by Coadvantage in connection herewith constitute or will, when executed and delivered, constitute the valid and legally binding obligation of Coadvantage, enforceable against Coadvantage in accordance with their respective terms, except as enforceability may be limited by applicable equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws from time to time in effect affecting the enforcement of creditors' rights generally.

4.3 Coadvantage Common Stock. Upon consummation of the transactions contemplated hereby and the issuance and delivery of certificates representing Coadvantage Common Stock as provided in this Agreement, the Coadvantage Common Stock will be (i) validly issued, fully paid, non-assessable shares and (ii) free and clear of all liens, pledges or other encumbrances.

4.4 No Violation. The execution and delivery of this Agreement and the other agreements contemplated hereby by Coadvantage, the performance by Coadvantage of its obligations hereunder and thereunder and the consummation by Coadvantage of the transactions contemplated hereby and thereby will not (a) contravene any provision of the Articles of Incorporation or Bylaws of Coadvantage; (b) violate or conflict with any law, statute, ordinance, rule, regulation, decree, writ, injunction, judgment, ruling or order of any Governmental Body or of any arbitration award which is either applicable to, binding upon, or enforceable against Coadvantage; (c) conflict with, result

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in any breach of, or constitute a default (or an event which would, with the passage of time or the giving of notice or both, constitute a default) under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any material contract which is applicable to, binding upon or enforceable against Coadvantage; (d) result in or require the creation or imposition of any Lien upon or with respect to any of the property or assets of Coadvantage; (e) give to any individual or entity a right; or claim against Coadvantage, which would have a material adverse effect on Coadvantage; or (f) require the consent, approval, authorization or permit of, or filing with or notification to, any governmental Authority, any court or tribunal or any other Person.

V. COVENANTS AND ADDITIONAL AGREEMENTS.

5.1 Access. Between the date hereof and the Closing Date, ZC will: (i) provide to the officers and other authorized representatives of Coadvantage full access, during normal business hours, to any and all premises, properties, files, books, records, documents and other information of ZC, and will cause ZC's officers to furnish to Coadvantage and its authorized representatives any and all financial, technical and operating data with other information pertaining to the businesses and properties of ZC; and (ii) make available for inspection and copying by Coadvantage true and complete copies of any documents relating to the foregoing. Coadvantage will hold, and will cause its representatives to hold, in confidence (unless and to the extent compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law) all Confidential Information and will not disclose the same to any third party except in connection with obtaining financing and otherwise as may reasonably be necessary to carry out this Agreement and the transactions contemplated hereby, including any due diligence review by or on behalf of Coadvantage. If this Agreement is terminated, Coadvantage will, and will cause its representatives to, promptly return to ZC, upon the reasonable request of ZC, all Confidential Information furnished by ZC, including all copies and summaries thereof.

5.2 Announcements. Neither ZC, on the one hand, nor Coadvantage, on the other hand, nor any representative thereof, shall issue any press release or otherwise make any public statement with respect to the transactions contemplated hereby without the prior written consent of the other.

5.3 Certain Changes and Conduct of Business.

5.3.1 From and after the date of this Agreement and until the Closing Date, ZC shall conduct its businesses solely in the ordinary course consistent with past practices and, without the prior written consent of Coadvantage, ZC will not take any action which would likely result in a Material Adverse Change.

5.3.2 From and after the date hereof and until the Closing Date, ZC will use its best efforts to:

- (i) continue to maintain, in all material respects, ZC's properties and assets in accordance with present practices in a condition suitable for their current use;
- (ii) file, when due or required, or extend as reasonably necessary, federal, state, foreign and other tax returns and other reports required to be filed and pay when due all Taxes, assessments, fees and other charges lawfully levied or assessed against it unless the validity thereof is contested in good faith and by appropriate proceedings diligently conducted;
- (iii) keep its books of account, records and files in the ordinary course and in accordance with existing practices;
- (iv) preserve its business organization intact and continue to maintain existing business relationships with suppliers, customers and others with whom business relationships exist other than relationships that are, at the same time, not economically beneficial to it; and
- (v) continue to conduct its business in the ordinary course consistent with past practices.

5.4 Notification of Certain Matters. Between the date hereof and the Closing, each Party to this Agreement will give prompt notice in writing to the other Party hereto of: (i) any information that indicates that any representation and warranty of such Party contained herein was not true and correct as of the date made, or will not be true and correct as of the Closing; (ii) the occurrence of any event which could result in the failure to satisfy a condition

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specified in Article 6 or Article 7 hereof, as applicable; (iii) any notice or other communication from any third Person alleging that the consent of such third Person is or may be required in connection with the transactions contemplated by this Agreement; and (iv) in the case of ZC, any notice of, or other communication relating to, any default or event which, with notice or lapse of time or both, would become a default under any agreement of ZC.

5.5 401(k) Plan. ZC and Coadvantage shall take such action as will permit current participants in the ZC 401(k) Plan ("401(k) Plan") who are employed by Coadvantage or an affiliate of Coadvantage after the Effective Time to participate in, effective as soon as administratively practicable after the Effective Time, the Coadvantage 401(k) Plan (the "Coadvantage Plan"), or in the alternative to continue to participate in the ZC 401(k) Plan. Coadvantage shall take such actions as may be desirable, in Coadvantage's discretion and upon the advice of counsel, with respect to the freezing, termination or merger into the Coadvantage Plan of the 401(k) Plan, taking into consideration the rights of participants to their accounts and the requirements of Code sections 414(I) and 411(d)(6), as appropriate. In the alternative, Coadvantage may elect to maintain the ZC 401(k) Plan as a separate plan in accordance with Section 410(b) of the Code. ZC and Coadvantage shall also take or cause to be taken such actions as are necessary to credit each 401(k) Plan participant who is employed by Coadvantage or a Coadvantage affiliate after the Effective Time with such participant's ZC service and years of service (up to a maximum of 5 years of service) under the 401(k) Plan for purposes of calculating eligibility for participation and vesting in contributions under the Coadvantage Plan.

5.6 Transfer to Subsidiary. After the Effective Time, Coadvantage shall assign to Zerochaos II, Inc. ("ZC II"), a wholly owned second tier subsidiary of Coadvantage, and ZC II shall accept and assume, all of the historic assets and liabilities of Zerochaos received by Coadvantage pursuant to the Merger.

VI. CONDITIONS TO THE OBLIGATIONS OF COADVANTAGE TO EFFECT THE CLOSING.

The obligations of Coadvantage required to be performed by it at the Closing shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions, each of which may be waived by Coadvantage in writing as provided herein except as otherwise required by applicable law:

6.1 Representations and Warranties; Covenants. Each of the representations and warranties of ZC contained in this Agreement shall be true and correct on the date made and shall be true and correct as of the Closing. Each of the obligations of ZC required by any of the covenants or agreements contained in this Agreement to be performed by it at or prior to the Closing shall have been duly performed and complied with in all material respects as of the Closing.

6.2 Authorization; Consent. All notices to, and declarations, filings and registrations with Governmental Bodies, and all Government Approvals and all third person Consents required to consummate the transactions contemplated hereby and necessary for the continued business operations of ZC, and all other Consents shall have been made or obtained.

6.3 Absence of Litigation. No order, stay, injunction or decree of any court of competent jurisdiction in the United States shall be in effect that prevents or delays the consummation of any of the transactions contemplated hereby.

6.4 Dissenters Rights. Dissenters rights under the Florida Statutes shall have been elected with respect to none, or by less than one percent (1%) respectively of (i) the issued and outstanding shares of ZC Common Stock and (ii) the issued and outstanding shares of Coadvantage Common Stock.

6.5 No Material Adverse Change. During the period from the date of the Interim Balance Sheet to the Closing Date, there shall not have been any Material Adverse Change.

VII. CONDITIONS TO THE OBLIGATIONS OF ZC TO EFFECT THE CLOSING.

The obligations of the ZC required to be performed by it at the Closing shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions, each of which may be waived by ZC in writing as provided herein except as otherwise required by applicable law:

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7.1 Representations and Warranties: Covenants. Each of the representations and warranties of Coadvantage contained in this Agreement shall be true and correct on the date made and shall be true and correct as of the Closing. Each of the obligations of Coadvantage required by this Agreement to be performed by it at or prior to the Closing shall have been duly performed and complied with in all material respects as of the Closing.

7.2 Authorization of the Agreement: Consents. All notices to, and declarations, filings and registrations with Governmental Bodies, and all Government Approvals and all third person Consents required to consummate the transactions contemplated hereby and necessary for the continued business operations of Coadvantage, and all other Consents shall have been made or obtained.

7.3 Absence of Litigation. No order, stay, judgment or decree shall have been issued by any court and be in effect restraining or prohibiting the consummation of the transactions contemplated hereby.

VIII. TAX EFFECT OF THE TRANSACTION.

8.1 Reorganization. It is understood and agreed that each party has looked to its own advisors for advice and counsel as to such tax effects. Notwithstanding the foregoing, Coadvantage and ZC acknowledge that this transaction constitutes a reorganization of ZC pursuant to Section 368(a) of the Code. In order to insure that the reorganization will qualify for tax-free status under Section 368(a), the Parties make the following representations and warranties and agree to take the following actions:

8.1.1 The parties shall each adopt a plan or reorganization adopting the provisions of this Agreement and which adoption shall appear upon the official records of the Coadvantage and ZC. The parties shall cause the officers of each of the corporations party hereto to perform and carry out the respective obligations of the corporations contained in the plan of reorganization.

8.1.2 Coadvantage and ZC agree that neither party will take any action inconsistent with such a reorganization or which will prevent this transaction from qualifying as such a reorganization.

8.1.3 Following the Merger, Coadvantage will not take any action that would result in any violation of the "substantially all" test of Section 368(a)(2)(E) of the Code.

8.1.4 Coadvantage does not presently intend to sell or otherwise dispose of any of the assets held by it or any of its subsidiaries at the time of the Merger, except for dispositions of such assets in the ordinary course of business and transfers described in Section 368(a)(2)(C) of the Code or Treasury Regulation Section 1.368-2(k).

8.1.5 Following the Merger, Coadvantage intends to continue ZC's "historic business" or to use a significant portion of ZC's "historic business assets" in a business (as such terms are defined in Treasury Regulation Section 1.368-1(d)).

8.1.6 Coadvantage is not an investment company as defined in Sections 368(a)(2)(F)(iii) and (iv) of the Code.

IX. GENERAL PROVISIONS.

9.1 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, mailed by registered or certified mail, return receipt requested, or sent by Federal Express or other nationally recognized overnight delivery service addressed as follows:

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If to ZC:

ZeroChaos, Inc.
111 W. Jefferson Street, Suite 100
Orlando, Florida
Attn: Mark Lowrey and William H. Robinson, Jr.

If to Coadvantage:

Coadvantage Resources, Inc.
111 W. Jefferson Street, Suite 100
Orlando, Florida
Attn: Dayne Williams and William H. Robinson, Jr.

9.1.1 If delivered personally, the date on which a notice, request, instruction or document is delivered shall be the date on which such delivery is made. If delivered by mail or overnight delivery service, the date on which such notice, request, instruction or document is received shall be the date of delivery. In the event any such notice, request, instruction or document is mailed or sent to a party in accordance with this Section 9.1 and is returned to the sender as non-deliverable, then such notice, request, instruction or document shall be deemed to have been delivered or received on the fifth day following the deposit of such notice, request, instruction or document in the United States mails or overnight delivery service, as the case may be.

9.1.2 Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 9.1.

9.2 Further Assurances. Each party covenants that at any time, and from time to time, after the Closing Date, it will execute such additional instruments and take such actions as may be reasonably requested by the other party to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

9.3 Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by any other party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

9.4 Expenses. All expenses incurred by the Parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the Closing of the transactions contemplated hereby, including, without limitation of the generality of the foregoing, all fees and expenses of brokers, agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred the same.

9.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

9.6 Headings. This section and the other headings in this Agreement are inserted solely as a matter of convenience and for reference and are not a part of this Agreement.

9.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter herein. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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9.9 Consent to Jurisdiction and Venue. The Parties consent and submit to personal jurisdiction in the State of Florida and venue within the State or Federal courts located in Orange County, Florida.

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

9.11 Pronouns. All pronouns used herein shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.

9.12 Exhibits Incorporated. All Exhibits attached hereto are incorporated herein by reference, and all blanks in such Exhibits, if any, will be filled in as required in order to consummate the transactions contemplated herein and in accordance with this Agreement.

9.13 Time of Essence. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, each party hereto has executed or caused this Agreement to be executed on its behalf, all on the day and year first above written.

ZEROCHAOS, INC., a Florida corporation

By: 
John Riley, President

CO-ADVANTAGE RESOURCES, INC., a Florida corporation

By: 
Dayne Williams, President

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SCHEDULE 3.4.2

Certain Liabilities

ZC has a \$300,000 line of credit with United Heritage Bank.

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EXHIBIT 3.13.1

Intellectual Property

1. ZC has obtained Certificates of Registration securing the service marks from the U.S. Patent and Trademark Office for "Zerochaos" and for the logo with the fist and the words "Zerochaos.com";
2. ZC has an application pending for the term "w-2 solution";
3. ZC filed on April 23, 2001 a provisional patent application with the U.S. Patent and Trademark Office which was supplemented by a second application dated July 19, 2001. The provisional applications preserve for one year the right for ZC to patent any or all the material submitted with the provisional patent, including the reverse payroll calculator, the virtual staffing concept, and the overall business model;
4. ZC registered the domain names "Zerochaos.com", "Zerochaos.biz", "Co-Advantage.com", "Co-Advantage.biz" and the same with .net and .org. These are registered with Register.com and with the Internet Corporation for Assigned Names and Numbers (and with NeuLevel.com for the .biz names);
5. ZC has other common-law intellectual property rights, including trademark and copyright rights which ZC reserves the right to assert.

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