

12/23/03 12:10 PM

Division of Corporations

P9700002781

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H03000341294 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)205-0380

EFFECTIVE DATE
01/01/04

From:

Account Name : WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
Account Number : 076077002775
Phone : (407)246-8692
Fax Number : (407)423-7014

RECEIVED

03 DEC 24 AM 7:55

DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

CO-ADVANTAGE RESOURCES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$78.75

2003 DEC 24 PM 2:55

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Electronic Filing Menu

Corporate Filing

Public Access Help

Merger

12/26/03

DC

H030003412943

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

EFFECTIVE DATE
01/01/04

ARTICLES OF MERGER between CO-ADVANTAGE MS, INC., a Florida Corporation ("Merger Sub") and CO-ADVANTAGE RESOURCES, INC., a Florida Corporation ("Co-Advantage").

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 December 16th, 2003 ("Agreement"), between Merger Sub and Co-Advantage was approved and adopted by the Board of Directors of Co-Advantage on December 16th, 2003. Since Merger Sub was, prior to the Merger, a wholly owned second tier subsidiary of Co-Advantage, the Merger is being effected pursuant to Section 607.1104 of the Act, and only approval by the Board of Directors of Co-Advantage, the parent corporation, is required, no approval by the shareholders of either corporation is required, and the provisions of Section 607.1104(3) of the Act regarding mailing a copy of the plan of merger to shareholders of Merger Sub is not applicable.
2. Pursuant to the Agreement, all issued and outstanding shares of Merger Sub's stock will be acquired by means of a merger of Merger Sub into Co-Advantage with Co-Advantage the surviving corporation, pursuant to Section 607.1104 of the Act. ("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. January 1, 2004.

Signed as of the 16th day of December, 2003.

CO-ADVANTAGE RESOURCES INC.,
a Florida corporation

By: [Signature]
Dayne Williams, President

CO-ADVANTAGE MS, INC.,
a Florida corporation

By: [Signature]
Dayne Williams, President

H030003412943

(4030003412943)

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
AND REORGANIZATION

This AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement"), made this 16th day of December, 2003, by and among CO-ADVANTAGE HOLDINGS II, INC., a Florida corporation ("CAHII"), CO-ADVANTAGE MS, INC., a Florida corporation ("Merger Sub"), and CO-ADVANTAGE RESOURCES, INC., a Florida corporation ("Co-Advantage").

WITNESSETH:

WHEREAS, CAHII is a wholly owned subsidiary of Co-advantage, and Merger Sub is a wholly owned subsidiary of CAHII, therefore, the appraisal rights provisions of Section 607.1321 of the Florida Statutes are not applicable to the transaction contemplated hereby; and

WHEREAS, the Boards of Directors of CAHII, Merger Sub and Co-Advantage 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 for the purpose of establishing CAHII as a holding company with Co-Advantage as its wholly owned subsidiary, pursuant to Section 607.1104 of the Florida Statutes entitled "Merger of Subsidiary Corporation;" 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 "CAHII" shall have the meaning set forth in the preamble hereto.
- 1.5 "CAHII Common Stock" shall mean the Class A voting common stock, \$.10 par value of CAHII.
- 1.6 "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

(4030003412943)

12/23/03 17:11 FAX

004

((U #03000341294 3)))

unsuspected, direct or indirect, however arising, whether at law or in equity, or pursuant to administrative rule or regulation or otherwise.

((U #03000341294 3)))

(U H03000341294 3))

- 1.7 "Closing" shall mean the consummation of the transactions provided for in this Agreement.
- 1.8 "Closing Date" shall have the meaning set forth in Section 2.1.3(a).
- 1.9 "Co-Advantage" shall have the meaning set forth in the preamble hereto.
- 1.10 "Co-Advantage Common Stock" shall mean the Class A voting common stock, \$.10 par value of Co-Advantage.
- 1.11 "Co-Advantage Shareholders" shall mean the holders of Co-Advantage Common Stock as of the Effective Time.
- 1.13 "Code" shall mean the Internal Revenue Code of 1986, as amended.
- 1.14 "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.
- 1.15 "Effective Time" shall have the meaning set forth in Section 2.1.3(b).
- 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 "Legal Requirements" means laws, ordinances, codes, rules, regulations, standards, judgments, and other requirements of all governmental, administrative, or judicial entities.
- 1.19 "Liens" shall mean any liens, equities, claims, mortgages, deeds of trust, charges, security interests, pledges, possibilities of reversion, restrictions or encumbrances whatsoever.
- 1.20 "Merger" shall have the meaning set forth in Section 2.1.1.
- 1.21 "Merger Consideration" shall have the meaning set forth in Section 2.2.1.
- 1.22 "Merger Sub" shall have the meaning set forth in the preamble hereto.
- 1.23 "Merger Sub Common Stock" shall mean the common stock, no par value, of Merger Sub.
- 1.24 "Merger Sub Shareholder" shall mean CAHII.
- 1.25 "1933 Act" shall mean the Securities Act of 1933, as amended.
- 1.26 "Parties" shall mean CAHII, Merger Sub and Co-Advantage.
- 1.27 "Party" shall mean either CAHII, Merger Sub or Co-Advantage, respectively.
- 1.28 "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, estate, unincorporated organization or Governmental Body.

(U H03000341294 3))

H03000341294 311

1.29 "Surviving Corporation" shall have the meaning set forth in Section 2.1.1.

II. EXCHANGE OF SHARES; COVENANTS.

2.1 The Merger.

2.1.1 Merger of Merger Sub with and into Co-Advantage. Upon the terms and conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into Co-Advantage, and the separate existence of Merger Sub shall cease (the "Merger"). Co-Advantage 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 Co-Advantage, 111 W. Jefferson Street, Suite 100, Orlando, Florida, or any other location agreed upon by the Parties, on or before December 31, 2003, 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 January 1, 2004.

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

(a) the Articles of Incorporation of Co-Advantage shall continue as the Articles of Incorporation of the Surviving Corporation;

(b) the Bylaws of Co-Advantage shall continue as the Bylaws of the Surviving Corporation; and

(c) The officers and directors of Co-Advantage 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 (i) any holder of Merger Sub's Common Stock, CAHII Common Stock or Co-Advantage Common Stock or (ii) any holder of any outstanding Co-Advantage Common Stock options or warrants:

2.2.1 Co-Advantage Common Stock. Each issued and outstanding share of Co-Advantage Common Stock that is outstanding immediately prior to the Effective Time, shall be converted into the right

H03000341294 311

(((H03000341294 3)))

to receive one (1) share of CAHII Common Stock, including fractional shares. The aggregate shares of CAHII Common Stock into which all shares of Co-Advantage Common Stock will be converted into the right to receive is referred to herein as the "Merger Consideration."

2.2.2 Merger Sub Common Stock. Each issued and outstanding share of Merger Sub Common Stock that is outstanding immediately prior to the Effective Time shall be converted into the right to receive one (1) share of Co-Advantage Common Stock, including fractional shares.

2.2.3 Cancellation of CAHII Common Stock Shares owned by Co-Advantage. All shares of CAHII Common Stock owned by Co-Advantage shall be cancelled and all rights in respect thereof shall cease.

2.2.4 Effect on Co-Advantage Common Stock. All such shares of Co-Advantage Common Stock, when so converted to CAHII Common Stock, shall no longer be outstanding and shall automatically be cancelled 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 CAHII Common Stock to be issued or paid in connection thereto upon the surrender of such certificate in accordance with Section 2.3. Such CAHII Common Stock shall remain subject to the terms of any shareholders agreements previously entered into with respect to the Co-Advantage Common Stock.

2.2.5 Effect on Outstanding Co-Advantage 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 Co-Advantage Common Stock shall be converted into an option or warrant on the same terms and conditions to acquire, upon exercise thereof, the same number of shares of CAHII Common Stock, had the option or warrant been exercised immediately prior to the Effective Time, with the exercise price per share of the option or warrant remaining the same.

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

2.3.2 No Further Ownership Rights in Co-Advantage Stock. All shares of CAHII Common Stock issued upon the surrender for exchange of shares of Co-Advantage Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Co-Advantage Common Stock, and there shall be no further registration of

((H03000341294 3)))

((H03000341294 3))

transfers on the stock transfer books of CAHII of the shares of Co-Advantage Common Stock which were outstanding immediately prior to the Effective Time.

2.3.3 Stock Legends. The shares of CAHII 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 MERGER SUB.

Merger Sub and CAHII represent and warrant to, and for the benefit of, Co-Advantage as follows:

3.1 Organization, Standing and Foreign Qualification. Merger Sub and CAHII are corporations duly organized, validly existing and in good standing under the laws of the State of Florida and have the full power and authority (corporate and otherwise) to carry on the business in the places and as it is now being conducted and to own and lease the properties and assets which they now own or lease.

3.2 Capitalization. All the issued and outstanding shares of capital stock of Merger Sub and CAHII 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. Merger Sub and CAHII have 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 Merger Sub and CAHII of this Agreement and each and every agreement, document, and instrument provided for herein have been duly authorized and approved by the respective Boards of Directors. This Agreement and each and every agreement, document, and instrument executed, delivered and performed by Merger Sub and CAHII in connection herewith constitute the valid and legally binding obligations of Merger Sub, or CAHII, 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. Merger Sub and CAHII have provided to Co-Advantage true, correct and complete copies of their respective Articles of Incorporation and the Bylaws.

3.4 Liabilities and Obligations of Merger Sub. Merger Sub and CAHII have no liabilities or obligations (whether accrued, absolute, contingent or otherwise).

3.5 Agreement Does Not Violate Other Instruments. The execution and delivery of this Agreement and the other agreements contemplated hereby by Merger Sub and CAHII, the performance by

((H03000341294 3))

(1140300034)294 311

Merger Sub and CAHII of their respective obligations hereunder and thereunder and the consummation by Merger Sub and CAHII of the transactions contemplated hereby and thereby will not (a) contravene any provision of the Articles of Incorporation or Bylaws of Merger Sub or CAHII; (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 Merger Sub or CAHII; (c) result in or require the creation or imposition of any Lien upon or with respect to any of the property or assets of Merger Sub or CAHII; (d) give to any individual or entity a right or claim against Merger Sub or CAHII, which would have a material adverse effect on Merger Sub, CAHII or Co-Advantage; or (e) 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.

3.6 **Litigation.** There is no suit, action, proceeding, claim or investigation pending, threatened against or affecting Merger Sub or CAHII.

3.7 **Disclosure and Absence of Undisclosed Liabilities.** No representation or statement contained herein or in any certificate, schedule, list, exhibit or other instrument furnished to Co-Advantage 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.

IV. REPRESENTATIONS AND WARRANTIES OF CO-ADVANTAGE.

Co-Advantage represents and warrants to, and for the benefit of, Merger Sub and CAHII as follows:

4.1 **Organization and Standing.** Co-Advantage 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.** Co-Advantage 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 whatsoever. The execution, delivery and performance by Co-Advantage 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 Co-Advantage in connection herewith constitute or will, when executed and delivered, constitute the valid and legally binding obligation of Co-Advantage, enforceable against Co-Advantage 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 **No Violation.** The execution and delivery of this Agreement and the other agreements contemplated hereby by Co-Advantage, the performance by Co-Advantage of its obligations hereunder and thereunder and the consummation by Co-Advantage of the transactions contemplated hereby and thereby will not (a) contravene any provision of the Articles of Incorporation or Bylaws of Co-Advantage; (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 Co-Advantage; (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

(1140300034)294 311

give rise to a right to terminate, amend, modify, abandon or accelerate, any material contract which is applicable to, binding upon or enforceable against Co-Advantage; (d) result in or require the creation or imposition of any Lien upon or with respect to any of the property or assets of Co-Advantage; (e) give to any individual or entity a right; or claim against Co-Advantage, which would have a material adverse effect on Co-Advantage, Merger Sub, or CAHII; 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. CONDITIONS TO THE OBLIGATIONS OF CO-ADVANTAGE TO EFFECT THE CLOSING.

The obligations of Co-Advantage 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 Co-Advantage in writing as provided herein except as otherwise required by applicable law:

5.1 Representations and Warranties: Covenants. Each of the representations and warranties of Merger Sub and CAHII 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 Merger Sub and CAHII 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.

5.2 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 all other Consents shall have been made or obtained.

5.3 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.

VI. CONDITIONS TO THE OBLIGATIONS OF MERGER SUB TO EFFECT THE CLOSING.

The obligations of the Merger Sub and CAHII 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 Merger Sub and CAHII 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 Co-Advantage 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 Co-Advantage 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.

6.2 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 all other Consents shall have been made or obtained.

6.3 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.

(1103500341294 311)

VII. TAX EFFECT OF THE TRANSACTION.

7.1 **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, the Parties acknowledge that this transaction constitutes a reorganization 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:

7.1.1 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 Parties. 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.

7.1.2 The Parties agree that none of them will take any action inconsistent with such a reorganization or which will prevent this transaction from qualifying as such a reorganization.

7.1.3 Following the Merger, Co-Advantage 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.

7.1.4 Co-Advantage 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).

7.1.5 Co-Advantage is not an investment company as defined in Sections 368(a)(2)(F)(iii) and (iv) of the Code.

VIII. GENERAL PROVISIONS.

8.1 **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:

If to Merger Sub:

Co-Advantage MS, Inc.
111 W. Jefferson Street, Suite 100
Orlando, Florida
Attn: Dayne Williams and William H. Robinson, Jr.

If to Co-Advantage:

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

(1103500341294 311)

If to CAHH:

Co-Advantage Holdings II, Inc.
111 W. Jefferson Street, Suite 110
Orlando, Florida
Attn: Dayne Williams and William H. Robinson, Jr.

8.1.1 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 8.1 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.

8.1.2 Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 8.1.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

013
(C H03000341 294 3))

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

8.9 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.

8.10 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.

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

8.12 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.

8.13 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.

CO-ADVANTAGE HOLDINGS II, INC., a
Florida corporation

By: 
Dayne Williams, President

CO-ADVANTAGE MS, INC., a Florida
corporation

By: 
Dayne Williams, President

CO-ADVANTAGE RESOURCES, INC., a
Florida corporation

By: 
Dayne Williams, President

(C H03000341 294 3))